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106 S. Main St., Monona, IA 52159

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Jim Moritz, Broker Cell: 563-880-8189

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



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

\$299,900

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'

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

FreedomAgency



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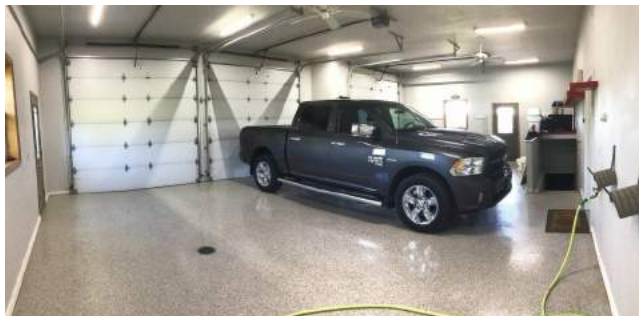
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Summary

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

Classification	2019	2018	2017	2016	2015
	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

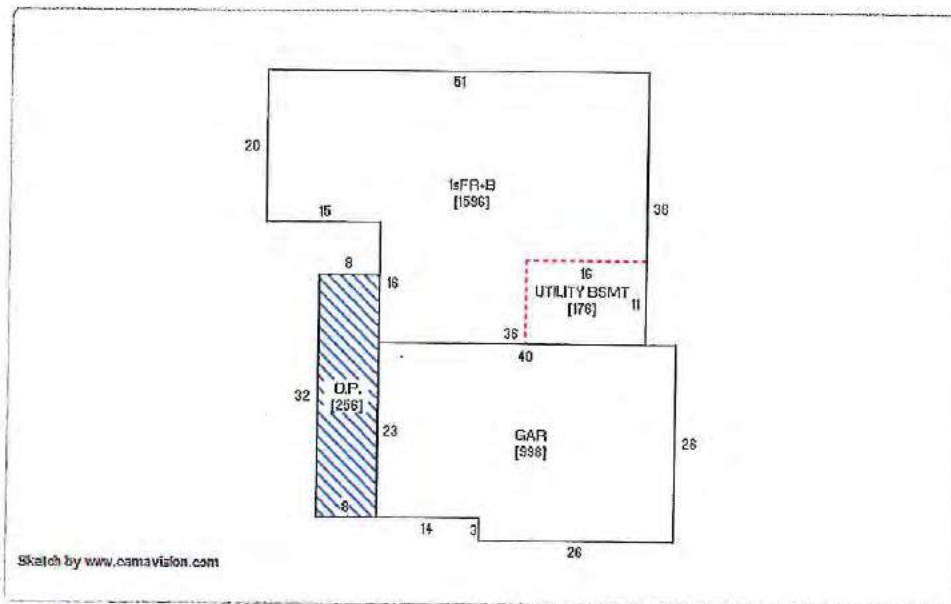
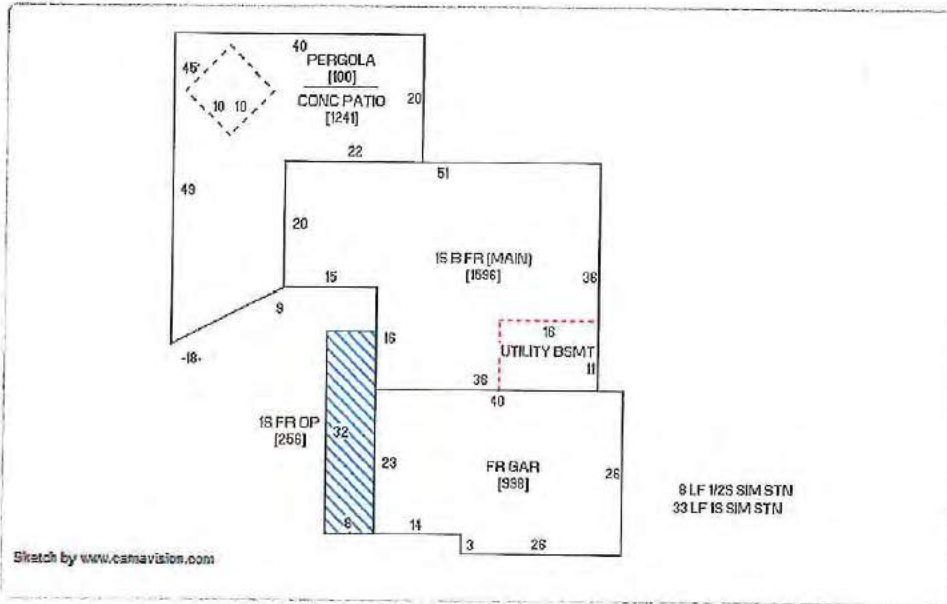
View Deed (2012R03909)

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.

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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Version 2.3.9

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

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	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 0.15 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 lot owners, 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 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



2017R02817
SUE MEYER
CLAYTON COUNTY RECORDER
ELKADER, IA
RECORDED ON
08/31/2017 11:21 AM
REC FEE: 82.00
PAGES: 16

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

The following completely replace the existing covenants and all previous addendums.

**2017 REVISED, AMENDED, AND RESTATED DECLARATION
AND
RESTRICTIVE COVENANTS**

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

**ARTICLE I
PURPOSES**

SECTION 1. GENERAL PURPOSES: The Developer is the owner of certain property located in Clayton County, Iowa and desires to create thereon a planned, upscale community development, to maintain value and enjoy the scenic atmosphere of the property. Any unsold lots/land may be used by the Developer for farming purposes such as field crops or pasture.

SECTION 2. DECLARATION: The Developer desires to establish uniform building restrictions and restrictions upon the use and occupancy of this real estate Development, known as Emerald Valley Estates, to preserve its scenic nature, to minimize air, water, noise and light pollution, to protect all landowners, now and in the future, and enable them to enjoy nature and preserve the value of their homes and properties.

SECTION 3. LEGAL DESCRIPTION. The legal description of Emerald Valley Estates is marked Exhibit A, is attached hereto and by this reference is incorporated into the Declaration.

**ARTICLE II
GENERAL RESTRICTIONS**

SECTION 1. On or after the date of this Declaration, title to the real estate included in the Development shall be subject to the following covenants to run with the land which are restrictive covenants and are applicable to all of the lots in Emerald Valley Estates, Clayton County, Iowa. No building or other structure shall be erected, moved upon, altered or permitted to remain on any lot within this Development that does not comply with the following minimum restrictions:

- A. All lots described in the plat of Emerald Valley Estates shall be known, described and used solely as residential lots for the construction of single family residences, two unit condominiums or owner-occupied duplexes and no part or portion thereof shall be used or occupied for trade or business of any nature whatsoever, without the written consent of the Developer except as provided in Paragraph J of this Article II.
- B. Only one single family dwelling or one owner-occupied duplex residence with an attached garage of sufficient size for all the automobiles used by the members of the family who resides in the dwelling shall be erected on a single residential lot. All garages shall, at a minimum, be large enough for at least two (2) vehicles, tools, yard and garden equipment, a riding mower and a snow blower. The driveway shall have a hard surface. One unattached patio or deck will be permitted. A prefabricated, wooden (upscale modular) structure, including a gazebo or child's playhouse, which has a ceiling of ten (10) feet or less and an exterior of the same color, roof pitch and design as the home may be allowed with the approval of the Developer. No mobile homes, moveable sheds, apartment houses or manufactured homes shall be allowed.
- C. No building shall be constructed nearer than 35 feet from any front lot line and 20 feet from any side lot line and 35 feet from any rear lot line, except as provided under paragraph "P" of this article. Variances may be granted because of power lines. No septic field shall be placed on any lot other than in the location designated in the building plan approved by the Developer. All septic field lines shall be at least ten (10) feet inside the lot lines.
- D. Residential lots may be divided into parcels for the purpose of conveyance to a contiguous property owner, but no resulting parcels shall contain less than 40,000 square feet, no structure may be constructed upon any parcel that is smaller than 40,000 square feet, and no lots or parcels may be used as through streets or roadways.
- 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.

- F. Once excavation has commenced on a lot for the purpose of building thereon, the dwelling on said lot shall be fully completed within one year of the time of commencement.
- 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.
- H. No animals of any kind shall be raised, bred, housed, quartered or kept on any lot, except, that dogs, cats and any other ordinary household pets may be kept and housed, provided they are not kept, bred, housed or maintained for any commercial purpose. Such domestic animals kept as pets must be restrained confined and kept within the boundaries of the owner's property and the pets must be kept quiet and orderly so as to not disturb the peaceful enjoyment of the other lot owners. No more than a total of six household pets shall be permitted per household. Horses may be ridden on the roadway and in trail areas when the trails are firm and not muddy, but they may not be kept on residential lots.
- I. Each landowner shall be required to plant at least two (2) trees within one (1) year of taking possession of a lot. Each owner of a lot, vacant or improved, shall plant and maintain grass on the lot from and after the first May 1st after purchase and shall landscape, plant and maintain the yard and other undeveloped portions of the lot in a manner consistent with the atmosphere of a city park. Titleholders of any lot, vacant or improved, shall keep their lots free of weeds and debris, and no materials, junk, rubbish, trash, garbage, junked vehicles or other waste shall be kept or stored on any lot or portion of a lot, except that building materials may be temporarily stored for the purpose of immediate construction of a structure to be completed within twelve (12) months. Garbage shall be placed in receptacles and, if outside, they shall be properly screened. Tarpaulins and similar covering materials are prohibited.
- J. No retail services, service or repair business or trade, nor any industrial, commercial or animal agricultural activity shall be carried on in any dwelling, building, or on any lot without the written consent of the Developer. A professional home office and hobby activity areas within the residence will be permitted as long as they do not disrupt the neighbors. No activity shall be allowed which may be or become any annoyance or nuisance to the neighborhood. A single sign no larger than two (2) feet by three (3) feet may be erected provided it is not a neon sign. Noise levels which exceed 110 decibels shall be deemed a nuisance. Other prohibited nuisances shall include those covered by Chapter 657, The Code of Iowa.

- K. No vehicles shall be parked on any area on a lot other than on the hard surface roadway. Vehicles shall not be stored or parked outside the garage on a permanent basis (vehicles parked in the driveway must be removed at least once every 20 days and remain off the driveway to the garage for a period of forty-eight (48) hours). Parking on the street or any portion thereof is prohibited except a guest may park on the street for up to seven consecutive days.
- 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.
- M. Any fences must be erected at least five (5) feet inside the lot lines. No privacy fencing shall be built except around a swimming pool or attached patio and such privacy fencing shall not exceed six (6) feet in height. A child's restraining fence is permitted with the restriction that said fence shall be no more than four (4) feet high and shall be placed at least five (5) feet inside the lot line. Chain link fences shall not be permitted unless they are hidden by a hedge. No fence, trees or shrubs may be placed or planted in a vision corner triangle that would obstruct the view at intersections. No lot owner may plant evergreens, etc. in order to establish privacy or windbreak, etc. which would obstruct the view of the valley without prior approval of the Developer.
- N. All outdoor lighting which remains illuminated from sunset to sunrise shall be fully shielded; that is, constructed in such a manner that all light emitted by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected below the horizon.
- O. All structures shall be constructed in accordance with applicable federal, state and Clayton County, Iowa, building codes and with more restrictive standards that may be required by the Developer.
- P. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore reserves the right to vary setback lines on a lot by lot basis.
- Q. Radio or television transmission or receiving towers, antennas, receivers or other reception dishes are permitted within the interior portion of a dwelling or garage. One small exterior satellite dish is permitted per dwelling, but shall not exceed 24 inches in diameter and shall be fastened to the back or side of the dwelling or garage so as not to be visible from the street side of the house. A single flag pole may be

installed which does not exceed the height of the eyes on a residence; however, any lighting of that flag must conform to the restrictions for outdoor lighting in this Declaration.

- R. LP and fuel tanks shall be allowed but must be masked by fencing or landscape and any plan for such tanks and landscaping of fencing shall be subject to the architectural review process under Article V below. In the alternative LP and fuel tanks may be buried in accordance with federal, state and Clayton County, Iowa, standards, but not closer than ten (10) feet from the lot lines.
- S. All United States Postal Services mailboxes, media delivery boxes or other such receptacles shall be located in an area designated by the Developer. The intent being to provide a common area for all residents of the Developer.
- T. All utility service lines leading from the main line to any private residence, or appurtenant structure, shall be underground. After all roads are constructed, the installation of any utilities should be done, if possible, by boring under the roads. If an open cut is necessary, the cut must be compacted back to 90% density with the same type of soil as the original roadway.
- U. All natural drainage areas shall not be altered in any way that interferes with any lot in the Development.
- V. The common areas and lake in the Development may be used for recreational purposes by all residents and guests, but no wake shall be allowed from any motorized water craft.
- W. Each owner shall be responsible for snow removal from such owner's private driveway. Snow shall not be placed on any neighbor's lot nor onto the roadway.
- X. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat of the Development. Within these areas no structures, plantings or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities. The easement area of each lot shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or public utility is responsible.
- Y. Each residence shall have its own waste disposal system including a septic tank system that meets all governing state and Clayton County, Iowa, requirements. Each waste disposal system shall be located, operated and maintained to prevent contamination of adjacent properties and wells, offensive odors and other unsightly or offensive conditions.

- Z. No firearms shall be discharged within the subdivision. No hunting of any animal shall be permitted within the subdivision.

ARTICLE III ROAD MAINTENANCE AND UPKEEP

SECTION 1. All owners of lots in the Development shall be entitled to the non-exclusive use of the roadways in the Development as platted. All owners of lots in the Development shall be responsible for maintenance and upkeep of said roadways according to the following terms and conditions:

- 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.
- 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.
- 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 lot that is served by a road and is part of a well association with a drilled well shall pay a full assessment, except any lots owned by developer; each vacant lot and developer owned lot that is served by a road shall be pay ten percent (10%) of a full assessment; 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, any contiguous lots owned by the same individual or entity which are all served by a road and which are part of a well association with a drilled well shall be treated as a single lot. 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.

- 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.

- E. For voting purposes, property owners, including the Developer, shall be entitled to one (1) vote for every lot owned. Husband and wife and others who own lots jointly shall be entitled to one (1) vote per lot.

SECTION 2. The Developer shall construct and erect a Development sign on an area near the entrance to the Development. This sign shall be maintained pursuant to the following terms and conditions:

- A. Until ten (10) lots in the Development have been sold or until five (5) years have elapsed from the date of this Declaration, the Developer shall be responsible for the maintenance and upkeep of the Development sign.
- B. After ten (10) lots have been sold or after five (5) years have elapsed from the date of this Declaration, the owners of all lots in the Development shall be responsible pro rata for the cost of maintenance and upkeep of the Development sign. The land on which the sign is erected shall also be maintained by the lot owners and all such costs shall be contracted for and paid by the designated agent as provided in Section 1 of this Article.

ARTICLE IV WELL, WATER STORAGE, AND WATER MAIN CONSTRUCTION AND MAINTENANCE

SECTION 1. 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, 20-22
4	84	9-11, and Phase 2 Lots 1 & 4, and Phase 3 Lot 1
5	92	15-19, and Phase 3 Lot 2
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:

- A. Wells shall be drilled by a state-licensed well drilling company according to the State of Iowa specifications. Wells shall yield a minimum of 25 gallons per minute. Well casings shall be a minimum of 6 inches in diameter.
- B. Water storage shall be captive-air pressure tanks situated in a below ground surface Portland cement concrete vault. Vault size shall be large enough to accommodate the size and number of captive air pressure tanks required to provide sufficient water volume and pressure.
- C. Water distribution system shall consist of 2-inch diameter PVC or ductile iron pipe. Pipe shall be buried a minimum of 6 feet below finished ground surface. Water service pipe size shall be a minimum of one (1) inch in diameter. All pipe bends, elbows, and tees shall have thrust blocks of sufficient size to prevent pipe and joint displacement.
- 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.
- 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.
- 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.
- 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.

ARTICLE V ARCHITECTURAL REVIEW PROCESS

SECTION 1. BUILDING PERMITS. As a condition precedent to an owner's right to apply to the County for a building permit, the owner shall obtain the written approval of the Developer.

SECTION 2. MATTERS REQUIRING APPROVAL OF DEVELOPER. The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article V, Section 3.

- (1) All plans and specification of any antennas, leach fields, utility lines, wells, septic systems, buildings, fences, wells, driveways or other structures of any kind which are to be erected, constructed, placed, altered, remodeled or maintained upon the properties.
- (2) All plans and specifications for any major landscaping and any changes to the grade or slope of the ground, which is to be constructed, placed or maintained upon the properties.
- (3) All plans and specifications for any exterior addition, change or alteration in any dwelling, dwelling accessory building, any other buildings, fences, walls, driveways and any other structures or any additions to, or changes or alterations in, any landscaping.
- (4) All site plans which show proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any matter that requires prior written approval of the Developer as set out elsewhere in this Declaration. The erection and construction of a dwelling shall not be commenced until the prior written approval of the Developer has first been obtained for the matters set forth in this Section 2 and Section 3.

SECTION 3. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS.

- A. Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article V, Section 2, two complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or dis-approve said plans and specifications within thirty (30) days after said plans and specifications have been submitted. Approval of such plans and specifications shall be evidenced by the signed, written consent of the Developer which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any

structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

- B. If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner who submitted the plans and specifications of the reasons for such disapproval, including the particular items on such plans and specifications which are deficient. The Developer may withhold approval for any reason deemed to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to resubmit revised plans and specifications pursuant to the above procedure as often as necessary until the revised plans and specifications are either approved by the Developer or are permanently withdrawn by the owner. No owner shall commence the erection, construction, placement or maintenance of any items contained on the original or revised plans and specifications, regardless of whether that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all aspects by the Developer.
- C. Written acknowledgment of a receipt of the submission of plans and specifications by the Developer of the Developer's designated agent, followed by no action of either approval or disapproval by the Developer within 30 days shall allow the owner to submit the plans to the other lots owners and, upon receipt of signed, written approval of a majority of the owners to proceed with an application to the County for a building permit.
- D. The landscape plans for the front elevation shall be submitted for approval within six (6) months after a building permit is issued, unless such time is extended by the Developer. Landscaping for the front shall be completed within one year after excavation has commenced and the remaining landscaping shall be completed within one year after the owner takes possession.
- E. Failure to obtain approval in writing shall render a building permit null and void and, as a material breach of these contractual covenants, shall be grounds for injunctive relief against the lot owner who begins building without the approval required in this Article V.

SECTION 4. ASSIGNABILITY. The functions of the Developer under this article shall be assignable at the sole discretion of the Developer.

SECTION 5. In reviewing the plans pursuant to this Article V, the Developer shall pay particular attention to the following matters:

- A. The silhouette and outside evaluation of home to be constructed.
- B. The type of material and color of the exterior of the house.

- C. The type of material and color of any masonry and chimneys.
- D. The design and material used in any porches, garages, patios and retaining walls.
- E. The location of the home on the lot and the landscaping of same.

ARTICLE VI GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Anyone who owns a lot in this Development may prosecute or enjoin any person who violates or attempts to violate any covenant or restriction. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Developer or another owner employ legal counsel to enforce any covenant or restriction, then all costs incurred by the Developer or other owner by reason of such enforcement of prosecution, including reasonable attorney fees and expenses, shall be recoverable against the person or entity against whom such enforcement or prosecution is brought. The Developer shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the owners of any land subject to this Declaration, including the right to enforce any covenant or restriction, shall be constructed or deemed to be a waiver of the right or to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer for or on account of the Developer's delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or imposing any covenant or restriction which may be unenforceable by the Developer.

SECTION 2. DURATION. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-one (21) years from the date of this instrument after which said covenants may be extended for successive periods of twenty-one (21) years by procedures provided in Chapter 614, The Code of Iowa, and indexing in the claimant's book in the office of the Clayton County Recorder.

SECTION 3. OCCUPANTS. All of the obligations, liabilities and covenants imposed upon owners hereunder shall also be applicable to and imposed upon all persons, other than the Developer, who occupy any lot but who are not owners.

SECTION 4. SEVERABILITY. Invalidity of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. MODIFICATION. The covenants may be amended only by a majority vote of the owners of property in the Development. Each lot shall be entitled to one (1) vote as set out above.

SECTION 6. DEEDS. Each owner and purchaser under an installment sale contract accepts such conveyance subject to restrictions, covenants, obligations and liabilities hereby created, reserved or declared, all as through the same were recited at length in such deed or installment sale contract.

SECTION 7. ASSIGNMENT. The Developer reserves the right to form a limited liability company or incorporate Emerald Valley Estates and assign to such entity all of the rights and responsibilities of the Developer contained in this Declaration.

ARTICLE VII LAKE AND COMMON AREAS MAINTENANCE AND UPKEEP

SECTION 1. All owners of lots in the Development shall be entitled to the nonexclusive use of the lake and common areas in the Development as platted. All owners of lots in the Development shall be responsible for maintenance and upkeep of said lake and common areas according to the following terms and conditions.

- A. The Developer shall be responsible for constructing the lake and common areas in the Development as are shown on the plat. In addition, to the initial construction of the lake and common areas, the Developer will provide maintenance of the lake and common areas until such time as ten (10) lots in the subdivision are sold or five (5) years from the date of this Declaration, whichever occurs earliest.
- B. Once ten (10) lots have been sold in the Development or five (5) years from the date of this Declaration has expired, maintenance and upkeep of the lake and common areas shall be shared pro rata among the lot owners in the Development. All lot owners in the Development shall be responsible for a proportionate share of the costs of maintenance and upkeep of the lake and common areas.
- C. The owners of lots in the Development shall meet annually to designate one owner to act as agent for such maintenance. This agent shall be responsible for necessary maintenance and upkeep and for apportioning the costs among the lot owners. Any amount that remains unpaid by any lot owner for more than thirty (30) days after demand by the designated agent shall constitute a lien against said lot owner's property. This lien shall be established by filing of an affidavit by the designated agent. Said amount may thereafter be collected by the designated agent on behalf of all lot owners who shall also be entitled to recover reasonable attorneys fees and court costs in collecting said amounts. Any monies collected shall be deposited in Peoples State Bank, Elkader, Iowa and any checks written, including payments to the agent for services rendered, shall require two signatures, one shall be the Developer and the other shall be the landowner/committee member.

- D. Any improvement to the lake and common areas in the Development shall be agreed upon by at least three-fourths of the lot owners of the Development at the time of the improvements. 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 lake and common area improvement. If approved by three-fourths of the lot owners, the proportionate share of the improvement cost shall be paid by each lot owner and shall become a lien against those lots as provided in C above.
- E. For voting purposes, property owners, including the Developer, shall be entitled to one (1) vote for every lot owned. Husband and wife and others who own lots jointly shall be entitled on one (1) vote per lot.

SECTION 2.

- 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.
- B. The lake established on the Development shall be used and navigated by one who is not an owner, lessee, or occupant of a lot in the Development, or a guest or member of the family with the consent of such owner, lessee, or occupant.

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 administering the common properties, (except well lots), administering 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 1st 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.

ARTICLE IX MISCELLANEOUS PROVISIONS

In addition to the property originally subject to these Covenants as shown in Instrument Number 2005R03194, the following property is also subject to the terms of these Covenants:

*Lots one (1) and four (4) of Emerald Valley Estates -
Phase 2, part of the Southeast Quarter of the Southeast Quarter
(SE 1/4 - SE 1/4), part of the Northeast Quarter of the Southeast
Quarter (NE 1/4 - SE 1/4), part of the Northwest Quarter of the
Southeast Quarter (NE 1/4 - SE 1/4), and part of the Southwest
Quarter of the Southeast Quarter (SW 1/4 - SE 1/4) of Section 9;
all in Township 92 North, Range 5 West of the Principal
Meridian, Clayton County, Iowa.*

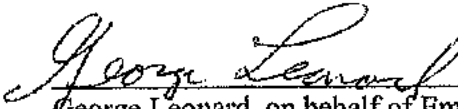
The following property, while now removed from the jurisdiction of these Restrictive Covenants, is still subject to Restrictions set out below:


*Lot Two (2) of 'Emerald Valley Estates - Phase 2' being a part of
the subdivision of the Northeast Quarter (NE 1/4) of the Southeast
Quarter (SE 1/4) and part of the Northwest Quarter (NW 1/4) of
the Southeast Quarter (SE 1/4); all in Section Nine (9), Township
Ninety-two (92) North, Range Five (5), West of the 5th P.M., in
Clayton County, Iowa, according to the Plat recorded in Book 28,
Plats, Page 48.*

1. However, the owner(s) of the removed parcel listed above shall pay an annual assessment equal to the full assessment for a lot with a home on it to the Emerald Valley Estates Homeowners Association, but under no circumstances shall the assessment exceed \$500.00 per year until December 31, 2020. After December 31, 2020, the \$500.00 maximum shall cease and the owners of the removed parcel shall pay a full pro-rata share of the reasonable and actual maintenance expenses for the roads only to the Emerald Valley Estates Homeowners Association.

2. The owners of the above parcel may not sub-divide their property, except that it may be divided one time, to provide one (1) lot to an immediate family member. The family member shall then pay an assessment equivalent to that as outlined in paragraph No. 1 above.
3. The above parcel shall remain on Well Association No. 4, until no later than June 1, 2016. The owners shall make payments to the Well Association as otherwise set out in the Restrictive Covenants.

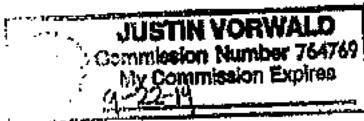
Dated this 18 day of August, 2017.

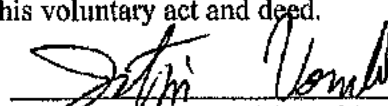

George Leonard, on behalf of Emerald
Valley, LLC


Terry Leonard, on behalf of Emerald
Valley, LLC

STATE OF IOWA, COUNTY OF CLAYTON, SS:

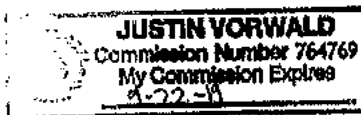
On this 17 day of August, 2017, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **George Leonard**, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

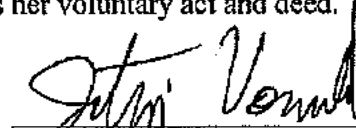



Notary Public in and for said County and State

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 18 day of August, 2017, 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.




Notary Public in and for said County and State