DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
16.00

Preparer Information:

(X) Daniel H. Swift	108 N. Madison Street	Manchester	563-927-4901
Preparer's Name	Street Address	City	Phone No.

AFFIDAVIT RE: REAL ESTATE AND MEMBERSHIP IN LOGAN ROAD ASSOCIATION

We, the undersigned, being first duly sworn, do depose on oath, the following:

1. John Stoklasa and Cyndi Stoklasa own the following described real estate in Delaware County, Iowa, to-wit:

> That part of the South East quarter of North East quarter of Section Fifteen (15), Township Eighty Eight (88) North, Range Five (5), West of the Fifth Principal Meridian, described as commencing at a point eight hundred forty five and five-tenths (845.5) feet West of the Southeast corner of said South East quarter of North East quarter and running thence North 5° 13' West three hundred fifty three and one-tenth (353.1) feet, thence North 28° 57' West nine hundred fourteen and three-tenths (914.3) feet, more or less, to a point on the West line of said South East quarter of North East quarter, thence South to the Southwest corner of said South East quarter of North East quarter, thence East to point of beginning

2. Logan Road Association is an association of property owners owning property in the general locale of John Stoklasa and Cyndi Stoklasa. Logan Road Association and its Members are governed by Articles of Association of Logan Road Association, as amended from time to time and pursuant to authority, which set forth the rights and responsibilities of the Association Members. John and Cyndi Stoklasa have been dues-paying Association Members since 1996. Said Articles have been amended and changed by vote of the Association. Logan Road Association, has constructed an asphalt roadway and has assessed property owners who receive the benefit of the asphalt roadway. Logan Road Association, pursuant to the Articles, shall be responsible for future maintenance of said roadway.

3. Dennis Burky is the President of the Association.

4. The parties agree that the property owned by John and Cyndi Stoklasa shall be subject to the Logan Road Association Articles and any amendments thereto and their road and road improvements shall be included in the Logan Road Association.

5. By this Agreement, the parties declare their mutual understanding that John and Cyndi Stoklasa, as owners of the above-described property, are Members of the Logan Road Association, that the property owned by them as legally described in paragraph 1 is subject to the Logan Road Association Articles of Association and any amendments thereto, and that by their membership to the Association, John and Cyndi Stoklasa are subject to, liable for, and shall pay within five (5) days of the execution of this Affidavit, the $3,038.00 assessment taxed against each Association Member, plus interest due and owing, for the construction of the aforementioned asphalt roadway. By virtue of their membership to the Association, John and Cyndi Stoklasa enjoy and shall continue to enjoy all the rights and responsibilities of membership as set forth in the Loan Road Association Articles of Association.

6. This Agreement is binding upon the parties thereto, their heirs, successors and assigns and is perpetual and runs with the land.

John Stoklasa

Cyndi Stoklasa

STATE OF IOWA, COUNTY OF Delaware

I, John Stoklasa and I, Cyndi Stoklasa, being first duly sworn on oath, depose and state that I have read the foregoing Affidavit Re: Real Estate and Membership in Logan Road Association, and the statements and allegations contained therein are true and correct to the best of my present knowledge, belief and information.

Subscribed and sworn to before me this 24th day of January, 2003.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
AMY J. BLUMER
COMMISSION # 186416
MY COMMISSION EXPIRES
SEPTEMBER 5, 2005

LOGAN ROAD ASSOCIATION, INC.

By _____
Dennis Burky, President