



Document 2009 3395

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Date 11/12/2009 Time 9:36 AM

Rec Amt \$24.00 Aud Amt \$5.00

Rev Transfer Tax \$1,276.80

Rev Stamp# 293 DOV# 304

INDX ✓  
ANNO  
SCAN  
CHEK

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA



**WARRANTY DEED**  
THE IOWA STATE BAR ASSOCIATION  
Official Form #101  
**Recorder's Cover Sheet**

**Preparer Information:** (Name, address and phone number)

R. Ronald Pogge, 2700 Grand Avenue, Suite 111, Des Moines, IA 50211, Phone: (515) 244-0111

**Taxpayer Information:** (Name and complete address)

RD Preservation II, LLLP, 12289 Stratford Drive, Clive, IA 50325

✓ **Return Document To:** (Name and complete address)

R. Ronald Pogge, 2700 Grand Avenue, Suite 111, Des Moines, IA 50211, Phone: (515) 244-0111

**Grantors:**

Winterset Development Company III, Limited Partnership  
12289 Stratford Drive  
Clive, IA 50325

**Grantees:**

RD Preservation II, LLLP  
12289 Stratford Drive  
Clive, IA 50325

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

Prepared by: R. Ronald Pogge, 2700 Grand Ave., Ste 111, Des Moines, IA 50312 (515)244-0111

Tax Statement to: National Affordable Housing Foundation, 12289 Stratford Dr., Clive, IA 50325

## WARRANTY DEED

For the consideration of One Dollar (\$1.00) and other valuable consideration, Winterset Development Company III, Limited Partnership, an Iowa limited partnership, does hereby convey to RD Preservation II, LLLP, an Iowa limited liability limited partnership, all its right, estate, claim and demand in the following described real estate located in Madison County, Iowa, to-wit:

Lot One (1) of Northwest Development Plat No. 2 to the City of Winterset, Madison County, Iowa.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except those that appear of record. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

RD Preservation II, LLLP and any successors in interest, agree to use the property described herein in compliance with 42 U.S.C. 1484 (Section 514) or 1485 (Section 515), whichever is applicable, and applicable regulations and the subsequent amendments, for the purpose of housing very low, low, and moderate income households.

The period of the restriction will be until November 12, 2039.

When required by Section 3560.658(a)(1) or (a)(2), RD Preservation II, LLLP and any successors in interest agrees that at the end of the expiration of the period described in the preceding paragraph, the property will be offered for sale to a qualified nonprofit organization or public body, in accordance with previously cited statutes and regulations.

The Agency and eligible tenants or applicants may enforce these restrictions.

RD Preservation II, LLLP, and any successors in interest, also agrees to:

To set rents, other charges, and condition of occupancy in a manner to meet these restrictions;

To post a Rural Housing Service ("Agency") approved notice of this restriction for the tenants of the property;

To adhere to applicable local, state, and Federal laws; and

To obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.

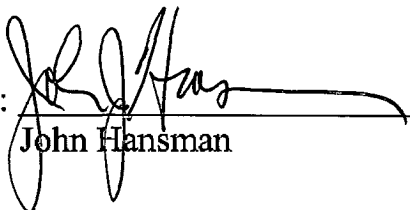
RD Preservation II, LLLP, and any successors in interest, will be released from these obligations before the termination period stated above only when the Agency determines that there is no longer a need for the housing or that financial assistance provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the borrower.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

Dated: 11/2/09.

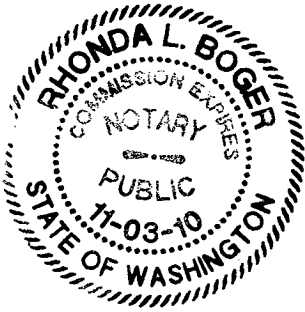
Winterset Development Company III,  
Limited Partnership

By: Summit Investment Services, Inc.  
Its General Partner

By:   
John Hansman

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF King )

On this 2nd day of November, 2009, before me, the undersigned, a Notary Public in and for the State of Washington personally appeared John Hansman, to me personally known, who, being by me duly sworn, did say that he is President of Summit Investment Services, Inc., executed the foregoing instrument, that the instrument was signed on behalf of the corporation by authority of the corporation; and John Hansman acknowledged the execution of the instrument to be the voluntary act and deed of Winterset Development Company III, Limited Partnership by Summit Investment Services, Inc., its General Partner.



Rhonda L. Boger  
Notary Public in and for the  
State of Washington