

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



Brenton Buildings, LLC 4 unit Townhouse - to be built \$250,000 for each unit (Units #2, #3, and #4 available) with optional upgrade available for screened-in porch or all seasons room

Imagine having a place to call home right in the beautiful town of Monona, Iowa. If you find the qualities of a convenient location, neighborhood amenities, and owning a newly built home attractive, this to-be-built 4 unit townhouse could be the right fit for you. Each spacious unit has a 2-Bed, 2-bath, and a 2-vehicle garage. All this on a single level. Each unit will include a 12' x 12' uncovered patio. The options to upgrade are as follows:

12' x 12' screened-in porch for an additional cost of \$6,000.00

12' x 12' all seasons room for an additional cost of \$11,000.00

16' x 16' all seasons room for an additional cost of \$15,627.00

Brenton Buildings, LLC Townhouse Estimated Property Tax Breakdown

**These are only estimates and are subject to change **

Assessment \$250,000
Residential Roll Back x .0541302
Taxable Value \$135,325

Levy <u>x .0366542 (last years number)</u>

Annual Taxes \$4,960

Urban Revite

Assessment \$250,000
Urban Revite -\$75,000
Adjusted Assessment \$175,000
Residential Roll Back x .0541302
Taxable Value \$94,728

Levy x.0366542 (last years number)

Annual Taxes \$3,471

Five year savings: $$4,960 - $3,471 = $1,489 \times 5 \text{ years} = $7,445$

KTDERICHTTC®GWAIT"COM 269390'3200 DECOKPH' IN KIT' DERICH TTC DEVAMME NOONDED DAS

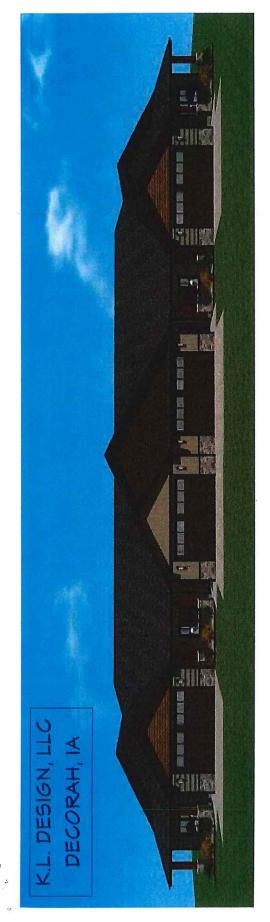
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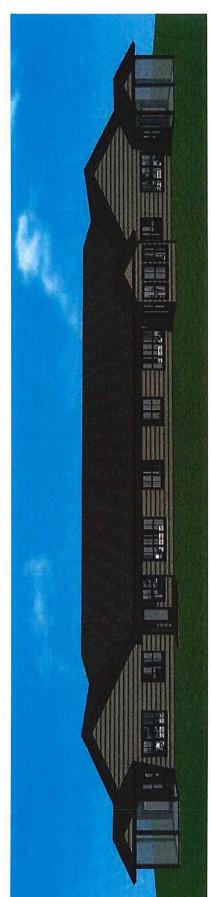
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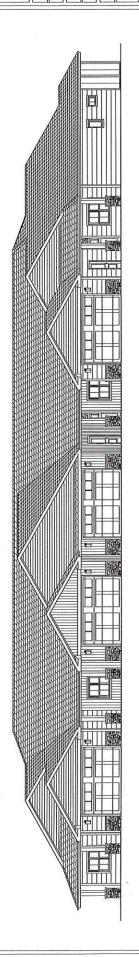
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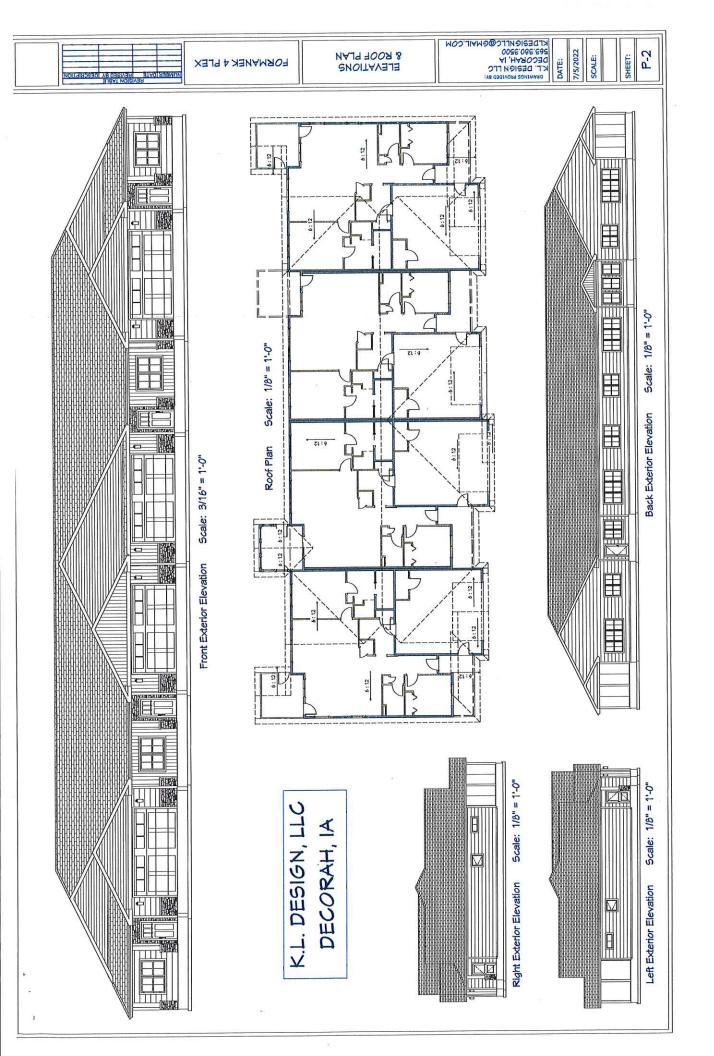
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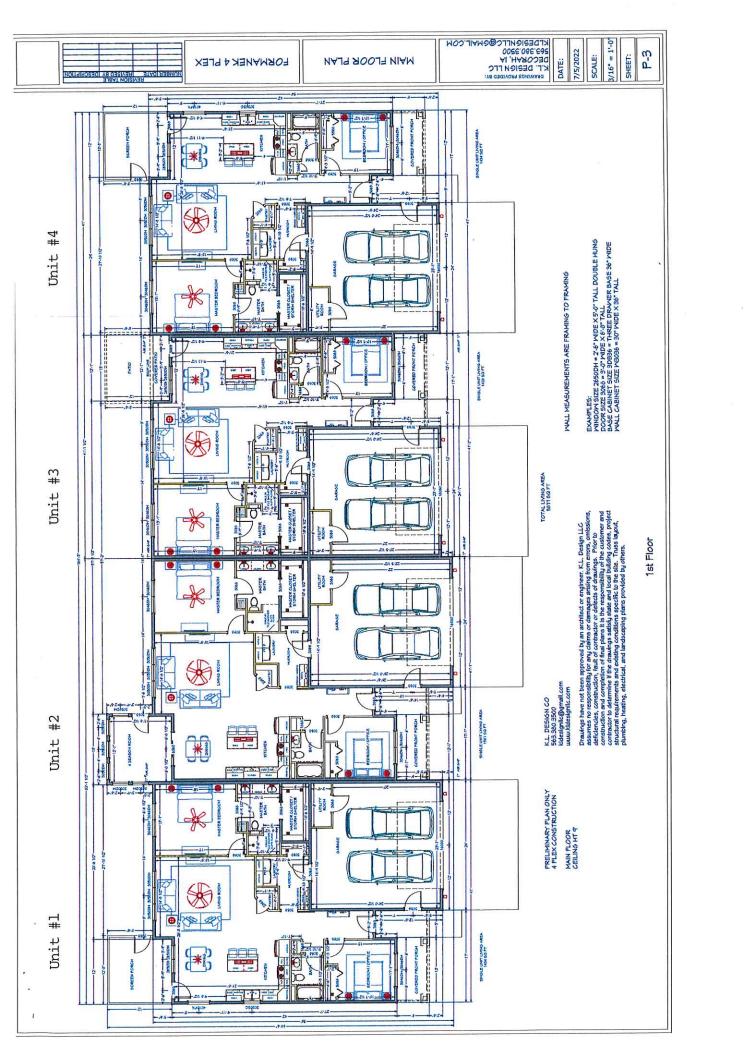


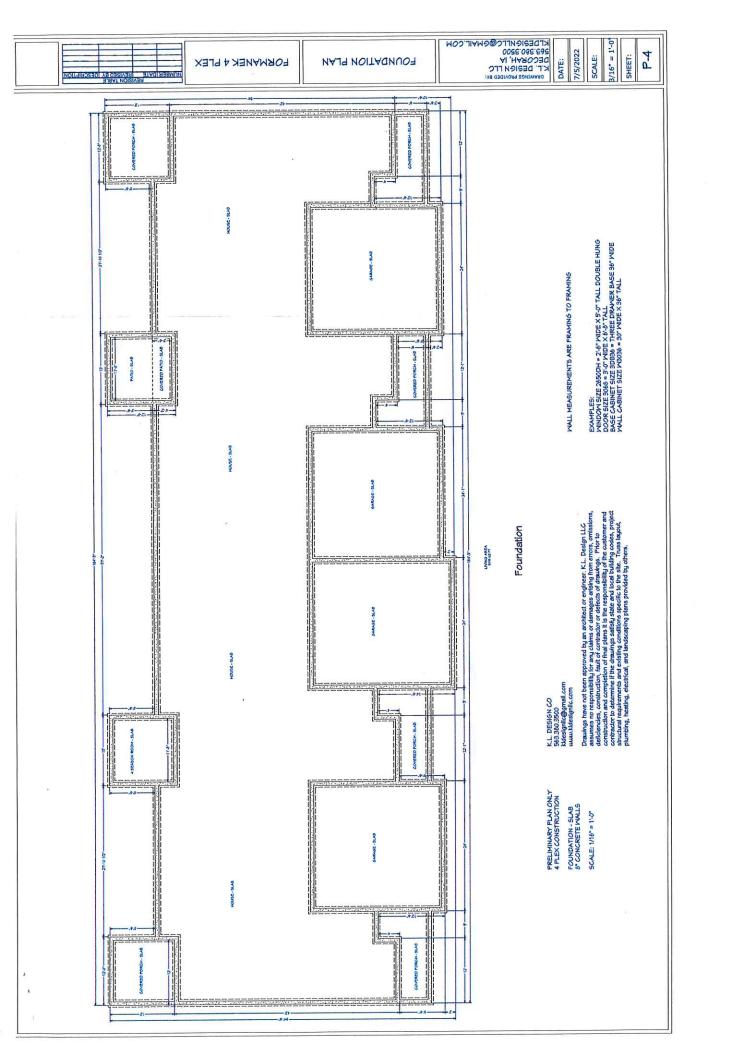
















(To be delivered prior to buyer making Offer to Buy Real Estate)

Property Owner(s) & Address:

~			
Rrenton	Rmil	dinge	
Brenton	Dun	umgs,	LLU

Unit 1 Gordon Subdivision, Monona, IA 52159-address TBD

Purpose of Disclosure: Completi Seller(s) disclose condition and in			of the Iowa code which mandates the
property containing 5 or more of selling foreclosed properties; tra- conservatorship, or trust. This e- person and was an occupant in preceding the date of transfer; be- deeds; intra family transfers; bet	Invellings units; court ordered transfers by a fiduciary in the convemption shall not apply to a transfers possession of the real estate a petween joint tenants, or tenants tween divorcing spouses; commont from the requirement(s) of Identity	ransfers; transfers by a pourse of the administration transfer of real estate in value any time within the two in common; to or from a percial or agricultural prop	lude (IA Code 558A): Bare ground; ower of attorney; foreclosures; lenders in of a decedent's estate, guardianship, which the fiduciary is a living natural elve consecutive months immediately any governmental division; quit claim perty which has no dwellings. Seller(s) one of the above exemptions apply.
Seller	Date	Seller	Date
Buyer	Date	Buyer	Date
utilize ordinary care in obtaining the required information. (4) Add "NA" (not applicable). (6) All ap UNKNOWN. (7) Keep a copy of Seller's Disclosure Statement: true and accurate to the best of m statement to any person or entity. This statement shall not be a warrinspection or warranty the purchangement acting on behalf of the Sel which is written on this form.	the information. (3) Provide inflitional pages or reports may be approximations must be identified of this statement. Seller discloses the following implyour knowledge as of the date so in connection with actual or antificantly of any kind by Seller or Selser may wish to obtain. The folder. The Agent has no independent of the seller advises Buyer to obtain in	formation in good faith an attached. (5) If some item I "AP". If you do not know formation regarding the project of the proper eller's Agent and shall not llowing are representation ndent knowledge of the control of the proper eller's Agent and shall not the control of the co	roperty and certifies this information is Agent to provide a copy of this ty or as otherwise provided by law. be intended as a substitute for any s made by Seller and are not by any condition of the property except that relevant to Buyer.
I. Property Conditions, 1	Improvements and Add	itional Information	: (Section I is Mandatory)
EACH	AND EVERY LINE MUST	BE ADDRESSED AN	<u>D MARKED</u>
1. Basement/Foundation: H. 1A. If yes, please explain:	Ias there been known water o	r other problems? Yes	□No DUnknown □ 2 buitt
2. Roof: Any known problem 2A. Type	ns? Yes□ No 🗖 Unknown	n 🗌	
2B. Date of repairs/replace			
Describe: New	I construction take	built	
3. Well and pump: Any kno			
3A. Type of well (depth/d	iameter), age and date of repa	air:	

Serial#: 035609-000165-8436593

Form Simplicity

Form Simplicity

	3B. Has the water been tested? Yes \(\subseteq \text{No} \subseteq \text{Unknown} \) 3C. If yes, date of last report/results: \(\subseteq \text{RWCMFraction} \) to be built
4.	Septic tanks/drain fields: Any known problems? Yes \(\text{No} \) Unknown \(\text{Age} \) Location of tank \(\text{Months} \) Unknown \(\text{Unknown} \)
	Has the system been pumped and inspected within the last 2 years? Yes No Unknown Unknown
	Date of inspection Date tank last cleaned/pumped N/A
5.	Sewer: Any known problems? Yes \(\sum \text{No} \) Unknown \(\sum \text{No} \) Unknown \(\sum \text{SA.Any known repairs/replacement? Yes \(\sum \text{No} \sum \text{Constructor} \) Following to the limit that the lating system(s): Any known problems? Yes \(\sum \text{No} \sum \text{No} \sum \text{Constructor} \) Heating system(s): Any known problems? Yes \(\sum \text{No} \sum \text{No} \sum \text{Constructor} \) Heating system(s): Any known problems? Yes \(\sum \text{No} \sum \text{No} \sum \text{Constructor} \)
	Central Cooling system(s): Any known problems? Yes \(\subseterminis \) No \(\subseterminis \) No \(\subseterminis \) No \(\subseterminis \) No \(\subseterminis \) The conflictor of the co
	Plumbing system(s): Any known problems? Yes \(\subsetent \) No \(
9.	Electrical system(s): Any known problems? Yes \(\subseteq \text{No } \(\subseteq \text{Nown Constraints} \) 9A. Any known repairs/replacement? Yes \(\subseteq \text{No } \subseteq \) 9B. Date of repairs
10	10A. Any known problems? Yes \(\sum \) No \(\sum \) Unknown \(\sum \) Www constant bebut \(\sum \) Date of treatment
	10B. Previous Infestation/Structural Damage? Yes
11	. Asbestos: Is asbestos present in any form in the property? Yes \(\subseteq \) No \(\subseteq \) Unknown \(\subseteq \) 11A. If yes, explain:
12	2. Radon: Any known tests for the presence of radon gas? Yes \(\text{No} \) \(\text{No} \) \(\text{Date of last report} \)
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	4. 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 \(\sigma\) No \(\sigma\) Unknown \(\sigma\)

Serial#: 035609-000165-8436593

Prepared by: James Moritz | Freedom Agency | ibrehmer@freedombnk.com |

15. Features of the property known be shared in common with adjoining I bwners, such as walls, fences, and driveways whose use or maintenance responsibility may have an effect on the property? Yes No Unknown Unknown 16. Structural Damage: Any known structural damage? Yes No Unknown West North 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:	
 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: 	
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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:	
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:	
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: see Affached	
You MUST explain any "Yes" responses above (Attach additional sheets if necessary):	
Seller initialsBuyer initials	
II. Appliances/Systems/Services (Note: Section II is for the convenience of Buyer/Seller and is not manda Notice: Items marked "included" are intended to remain with the property after sale. However, included items may negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in an to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement. Working? Included Yes No OR Working? Included Yes No OR	ntory): ny be ny Offer
N/A Lawn Sprinkler System N/A N/A	

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 Buyer initials	
III. Additional Non-Mandatory Requested Items: Are you as the Seller aware of any of the following	g:
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 ☐	e ge
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 ☐	Australia
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 \(\subseteq \) No \(\subseteq \) Unknown \(\subseteq \) If yes, what were the test results?	
8. Attic Insulation: Type R50 Cellulos Unknown _ Amount Unknown	own 🗌
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: Llayton Co.	
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: See Attached Covenants	

13. Repairs: Any repair(s) to prope. Repairs are not normal maintenance	., not so noted: (Date of repai items) (Attach additional sheet	rs, Name 6. repair company if ts, if necessary)	Page 5 of 5 utilized.) (Note:
IV. Radon Fact Sheet & Form	ı Acknowledgement		
Seller acknowledges that Buyer be Home-Buyers and Sellers Fact She	-		
	Seller My		
Seller has owned the property since the items based solely on the information structural/mechanical/appliance system immediately disclose the changes to directly made by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Seller has retained a copy of this standard by Broker or Broker's Buyer hereby acknowledges receip or to substitute for any inspection by Broker or Broker's Broker's Broker's Broker's Broker's	July 2022. 2022 (date). Seller ation known or reasonably avacems of this property from the description of the property from the property	has indicated above the historial lable to the Seller(s). If any clate of this form to the date of earties hold Broker liable for and salespersons). Seller hereby	y and condition of all changes occur in the closing, Seller will ny representations not y acknowledges
Buyer	Buyer		Date





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

Pro	per	ty (Owner(s) (& A	Add	ress:
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Brenton Buildings, LLC	Unit 2 G	ordon Subdivision, Mon	ona, IA 52159-address TBD
Purpose of Disclosure: Completion of Se	4	•	of the Iowa code which mandates the
Seller(s) disclose condition and information			1 (1) (1) (2) (2)
Exempt Properties: Properties exempt property containing 5 or more dwelling selling foreclosed properties; transfers to conservatorship, or trust. This exemption person and was an occupant in possess preceding the date of transfer; between deeds; intra family transfers; between dicertifies that the property is exempt from If claiming an exemption, sign here and	s units; court ordered to by a fiduciary in the co- on shall not apply to a tion of the real estate joint tenants, or tenant vorcing spouses; comment the requirement(s) of	ransfers; transfers by a por ourse of the administration transfer of real estate in want any time within the twe is in common; to or from a nercial or agricultural proper	wer of attorney; foreclosures; lenders of a decedent's estate, guardianship, thich the fiduciary is a living natural elve consecutive months immediately my governmental division; quit claim erty which has no dwellings. Seller(s)
Seller	Date	Seller	Date
Buyer	Date	Buyer	Date
true and accurate to the best of my/our kn statement to any person or entity in connection. This statement shall not be a warranty of inspection or warranty the purchaser may Agent acting on behalf of the Seller. The which is written on this form. Seller ad Seller initial	ection with actual or an any kind by Seller or S wish to obtain. The for Agent has no independence Buyer to obtain	cicipated sale of the propert eller's Agent and shall not t llowing are representations andent knowledge of the co	y or as otherwise provided by law. be intended as a substitute for any made by Seller and are not by any bindition of the property except that elevant to Buyer.
I. Property Conditions, Impro	vements and Add	itional Information:	(Section I is Mandatory)
EACH AND E	EVERY LINE MUST	BE ADDRESSED ANI	<u>MARKED</u>
1. Basement/Foundation: Has there 1A. If yes, please explain:		1	□ No ☑Unknown □
2. Roof: Any known problems? Y 2A. Type	* `		
2B. Date of repairs/replacement (
Describe: New Con	struction to be	acrit	
3. Well and pump: Any known pro	blems? Yes □ No	☑ Unknown □	

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

Has the system been pumped and inspected within the last 2 years? Yes □ No □ Unknown □ Date of inspection □ Date tank last cleaned/pumped □ 5. Sewer: Any known problems? Yes □ No ☑ Unknown □	nown 🗆 _ N/A 🗆
Has the system been pumped and inspected within the last 2 years? Yes \Boxed No \Boxed Unknown \Boxed Date of inspection \Boxed Date tank last cleaned/pumped \Boxed 5. Sewer: Any known problems? Yes \Boxed No \Boxed Unknown \Boxed	
5. Sewer: Any known problems? Yes □ No ☑ Unknown □	
5A. Any known repairs/replacement? Yes \(\subseteq \text{No} \subseteq \text{Unknown} \subseteq \text{5B. Date of repairs} \(\subseteq \text{VeW} \subseteq \text{Construction tabels on H}	
6. Heating system(s): Any known problems? Yes \(\text{No } \) No \(\text{NLW construction to be with 6A. Any known repairs/replacement? Yes \(\text{No } \text{I} \) No \(\text{II} \)	
7. Central Cooling system(s): Any known problems? Yes \(\subsection \) No \(\subsection \) No \(\subsection \) Any known repairs/replacement? Yes \(\subsection \) No \(\subsection \) 7B. Date of repairs \(\subsection \)	
8. Plumbing system(s): Any known problems? Yes \(\subseteq No \(\subseteq NO \subseteq \subset	
9. Electrical system(s): Any known problems? Yes \(\text{No} \) No \(\text{New Construction} \) to \(\text{Linit} \) 9A. Any known repairs/replacement? Yes \(\text{No} \) \(\text{No} \) \(\text{Seconstruction} \) 9B. Date of repairs	
10. Pest Infestation: (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.) 10A. Any known problems? Yes \(\subsetention \) No \(\subsetention \) Unknown \(\subsetention \) No \(\subsetention \) Unknown \(\subsetention \) Date of treatment	
10B. Previous Infestation/Structural Damage? Yes ☐ No ☒ Unknown ☐ <	
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 \(\text{No } \text{ \text{Date of last report }} \) 12A. If yes, test results? \(\text{Date of last report } \)	
13. Lead Based Paint: Known to be present or has the property been tested for the presence of lead based payer \(\subseteq \text{No.} \subseteq \text{Unknown} \subseteq \)	
13A. Provide lead based paint disclosure.	
14. Any known encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which hauthority over the property? Yes \(\Boxed{D}\) No \(\Boxed{D}\) Unknown \(\Boxed{D}\)	

Serial#: 004051-300165-8862216
Prepared by: James Moritz | Freedom Agency | ibrehmer@freedombnk.com |

Form Simplicity

	Page	3	of	,
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and driveways wh Yes ☐ No ☐ Unk	ose use c cnown []	or mai	ntena	ınce	responsibility	on with adjoining l, bw y may have an effect on t	the property?	
16. Structural Dama	ge: Any	knov	vn str	uctu	ıral damage?	Yes 🗌 No 🔀 Unknown	□ Naw Co	on struction told
17. Physical Problem	ns: Any	know	n sett	ling	, flooding, dra	Yes□ No X Unknown ainage or grading proble	ms? Yes □ No	Unknown 🗍
18A. If yes, flood	ocated in plain des	a flo ignati	od pl on _	ain'	? Yes 🗌 Noy	Ų Unknown □		
19. Do you know the What is the zoning	zoning og?	classi	ficati	on (of this proper	ty? Yes □ No □ Unk	nown 🗶	
If yes, attach a co	py OR st	ate wl	here a	ı tru	e, current cop	nants? Yes 🖾 No 🗌 Unly of the covenants can b	e obtained:	
You <u>MUST</u> expl	ain any '	'Yes"	resp	ons	es above (Att	ach additional sheets if	f necessary):	
So II Applionace/S	eller init	ials	BF		pf	Buyer initials	(C. II	
Notice: Items marked negotiable between Bu	"included lyer and \$	d" are Seller,	inter	ided requ	l to remain wit nested items sh	s for the convenience of B th the property after sale. could be in writing as eith- reement shall be the final	However, includer included or ex	ded items may be xcluded in any Offer
	Included	Worki Yes	No (OR I/A			Included	Working? Yes No OR N/A
Range/Oven Dishwasher Refrigerator						Lawn Sprinkler System Solar Heating System Pool Heater, Wall		
Hood/Fan Disposal TV receiving Equipment				<u>}</u>		liner & equipment Well & Pump Smoke Alarm Septic Tank &		
Sump Pump Alarm System Central AC Window AC Central Vacuum Gas Grill Attic Fan						Drain field City Water System City Sewer System Plumbing System Central Heating System Water Heater Windows	ı	
Intercom Microwave Trash Compactor Ceiling Fan Water Softener/ Conditioner						Fireplace/Chimney Wood Burning System Furnace Humidifier Sauna/Hot tub Locks and Keys		
LP Tanks Keys & Locks Swing Set	R D D D					Dryer Washer Storage Shed Underground		
Basketball Hoop Boat Hoist Pet Collars Garage door opener					# of collars # of remotes	"Pet fence" Boat Dock		
Serial#: 004051-300165-886221 Prepared by:James Moritz Fre		lbrehmer	r@freedo	mbnk.c	om }			Form Simplicity

xceptions/Explanations for "NO" responses above:
LL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.
Seller initials BF Buyer initials
II. Additional Non-Mandatory Requested Items: Are you as the Seller aware of any of the following:
Any significant structural modification or alteration to property? Yes \(\sigma\) No \(\sigma\) Unknown \(\sigma\) Please explain:
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 ☐
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 🗌
Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes □ No ☒ Unknown □
Private burial grounds: Does property contain any private burial ground? Yes 🗌 No 🛱 Unknown 🗎
Neighborhood or Stigmatizing conditions or problems affecting this property? Yes 🗌 No 💢 Unknown 🗌
Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes \(\simega\) No \(\simega\) Unknown \(\simega\) If yes, what were the test results?
If yes, what were the test results? Attic Insulation: Type \(\int 50 \) Celluly \(\text{g} \) Unknown \(\preceded \) Amount \(\preceded \) Unknown \(\preceded \)
Are you aware of any area environmental concerns? Yes 🗌 No 💢 Unknown 🔲 If yes, please explain:
0. Are you related to the listing agent? Yes \(\subseteq \) No \(\subseteq \) If yes, how?
1. Where survey of property may be found: Clayton Co
2. Wind Farms: Is the subject property encumbered by certain Wind Energy rights? Yes \(\Boxedgar{D}\) No \(\Boxedgar{D}\) If yes, rights by: Lease \(\Boxedgar{D}\), Easement \(\Boxedgar{D}\), Other \(\Boxedgar{D}\) Define Other: \(\Boxedgar{D}\)
the answer to any item is yes, please explain. Attach additional sheets, if necessary: Sel Attached Cavenants

13. Renairs: Any renair(s) to	o proper, not so noted: (Date of repairs, Name	Page 5 of 5 epair company if utilized) (Note:
Repairs are not normal maint	enance items) (Attach additional sheets, if nece	ssary)
IV. Radon Fact Sheet &	Form Acknowledgement	
Home-Buyers and Sellers F	uyer be provided with and the Buyer acknow 'act Sheet'', prepared by the Iowa Departmen	nt of Public Heafth.
Seller ff	Seller Jyng	Date 7/26/22
the items based solely on the structural/mechanical/applian immediately disclose the chardirectly made by Broker or B Seller has retained a copy of Buyer hereby acknowledges.	s receipt of a copy of this statement. This stat	the Seller(s). If any changes occur in the s form to the date of closing, Seller will d Broker liable for any representations not ersons). Seller hereby acknowledges
or to substitute for any insp	pection the buyer(s) may wish to obtain.	
Buyer	Buyer	Date





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

Property Owner(s) & Address:

Brenton	Buildings,	LLC

Unit 3 Gordon Subdivision, Monona, IA 52159-address TBD

Purpose of Disclosure: Completion of Section I this form is required under Chanter 558A of the Iowa code which mandates the

Seller(s) disclose condition and informa	-	•	of the lower code which mandates the
property containing 5 or more dwelling selling foreclosed properties; transfers conservatorship, or trust. This exempt person and was an occupant in posse preceding the date of transfer; between	ngs units; court ordered to s by a fiduciary in the co- tion shall not apply to a ession of the real estate a en joint tenants, or tenants divorcing spouses; common the requirement(s) of I	cansfers; transfers by a curse of the administrat transfer of real estate in that any time within the spin common; to or from the circular of agricultural pro-	nclude (IA Code 558A): Bare ground; power of attorney; foreclosures; lenders ion of a decedent's estate, guardianship, in which the fiduciary is a living natural twelve consecutive months immediately in any governmental division; quit claim roperty which has no dwellings. Seller(s) se one of the above exemptions apply.
Seller	Date	Seller	Date
Buyer	Date	Buyer	Date
"NA" (not applicable). (6) All approximunk UNKNOWN. (7) Keep a copy of this seller true and accurate to the best of my/our lestatement to any person or entity in contrast the statement shall not be a warranty conspection or warranty the purchaser makes a compact the seller. The which is written on this form. Seller a	mations must be identified statement. discloses the following in knowledge as of the date smection with actual or ant of any kind by Seller or Seay wish to obtain. The following independent of the Agent has no independent the statement of the Agent has no independent the statement.	formation regarding the signed. Seller authorized icipated sale of the propeller's Agent and shall nellowing are representation the modent knowledge of the modene inspection	e property and certifies this information is es Agent to provide a copy of this perty or as otherwise provided by law, not be intended as a substitute for any ions made by Seller and are not by any the condition of the property except that as relevant to Buyer.
I. Property Conditions, Impr	ovements and Add	itional Informatio	on: (Section I is Mandatory)
EACH AND	EVERY LINE MUST	BE ADDRESSED A	ND MARKED
1. Basement/Foundation: Has the lA. If yes, please explain:	ere been known water o	r other problems? Y	'es□No ©Unknown □ としいせ
2. Roof: Any known problems? 2A. Type	Yes 🗌 NoNД Unknowr	n 🗆	
2B. Date of repairs/replacement	(If any)		
Describe: Ne	w contrettony	obebuilt	
3. Well and pump: Any known posts. 3A. Type of well (depth/diameter)	roblems? Yes 🗆 No J	Unknown D	onthe tabe bailt

	3B. Has the water been tested? Yes ☐ No 3C. If yes, date of last report/results:	□ Unknown 🖟	activation to be be	1 H
4.	Septic tanks/drain fields: Any known pgo	oblems? Yes □ N	o □ Unknown Д	
	Location of tank	7	Age	Unknown 🗆
	Has the system been pumped and inspected Yes □ No □ Unknown □			N/A [T]
_	Date of inspection	_	iast cleaned/pumped	N/A□
	Sewer: Any known problems? Yes ☐ No 5A.Any known repairs/replacement? Yes 5B. Date of repairs	No X Unknov	on strution below	
6.	Heating system(s): Any known problems 6A. Any known repairs/replacement? Yes 6B. Date of repairs	? Yes□No Ø / □ No □	Vew constration & Sc. Bi	CH .
7.	Central Cooling system(s): Any known property 7A. Any known repairs/replacement? Yes 7B. Date of repairs	oroblems? Yes □ □ No □	Nop vew construct	tion below.4
	Plumbing system(s): Any known problem 8A. Any known repairs/replacement? Yes 8B. Date of repairs	ns? Yes 🗌 No		
9.	Electrical system(s): Any known problem 9A. Any known repairs/replacement? Yes 9B. Date of repairs	□ No □	New const-tabeda	14
10	. Pest Infestation: (wood-destroying insec 10A. Any known problems? Yes \subseteq No \subseteq Date of treatment	ts, bats, snakes, r		
	10B. Previous Infestation/Structural Dama Date of repairs	•] Unknown 🗈	
11	. Asbestos: Is asbestos present in any form 11A. If yes, explain:			
12	. Radon: Any known tests for the presence			
	12A. If yes, test results?		Date of last	report
13	. Lead Based Paint: Known to be present Yes No Unknown	or has the proper	y been tested for the presence	e of lead based paint?
	13A. Provide lead based paint disclosure.			
14	Any known encroachments, easements, "careas co-owned with others), zoning matter authority over the property? Yes □ No.	ers, nonconformin	•	•

Yes No Unknown	and driveways wh	ose use o				mon with adjoining lowners lity may have an effect on the p		Page 3 of 5 alls, fences, roads
17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes No Unknown 18.1 It she property located in a flood plain? Yes No Unknown 18.4. If yes, flood plain designation 19. Do you know the zoning classification of this property? Yes No Unknown What is the zoning? 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: Sex Affected Working? Working? Working? Working? Working? Working? Working? 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 Offe to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement. Working? Included Yes No OR No No No No No No No N	16. Structural Dama	σe: Anv	known :	structi	ıral damage	? Yes□No¶Unknown□	Now Co	nst. 40605, 14
18. Is the property located in a flood plain? Yes No Unknown								
19. Do you know the zoning classification of this property? Yes No Unknown What is the zoning?	18. Is the property le	ocated in	a flood		? Yes □ N	Io 🏿 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: Sex Affected	19. Do you know the What is the zonin	zoning og?	classific	ition	of this prop	perty? Yes 🗌 No 🗌 Unknow	n 🂢	
Seller initials 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 Offe to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement. Working? Included Yes No OR N/A Range/Oven Dishwasher Dishwasher	If yes, attach a co	py OR sta	ate wher	e a trī	ie, current c	copy of the covenants can be ob-	tained:	
Seller initials 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 Offe to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement. Working? Included Yes No OR N/A Range/Oven Dishwasher Dishwasher	V MIICT		137 !!			A ttook additional abouts if non	occany).	
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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 Offe to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement. Working?								
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Regotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offet to Buy/Purchase Agreement shall be the final terms of any agreement. Working?	II. Appliances/S	ystems/	Servic	es (No	te: Section I	II is for the convenience of Buyer	/Seller and	is not mandatory):
Working	negotiable between Br	uyer and S	Seller, ar	d req	uested items	s should be in writing as either in	cluded or e	xcluded in any Offer
Included Yes No OR N/A	to Buy/Purchase Agre	ement. T			y/Purchase A	Agreement shall be the final tern	ns of any ag	
Range/Oven	*	Included	_				Included	Yes No OR
Equipment Sump Pump Drain field Drain fiel	Dishwasher Refrigerator Hood/Fan Disposal			X		Solar Heating System Pool Heater, Wall liner & equipment Well & Pump		
Ceiling Fan Image: Ceiling Fan Image: Sauna/Hot tub I	Equipment Sump Pump Alarm System Central AC Window AC Central Vacuum Gas Grill					Septic Tank & Drain field City Water System City Sewer System Plumbing System Central Heating System Water Heater	124	
Basketball Hoop □	Intercom Microwave Trash Compactor Ceiling Fan Water Softener/ Conditioner LP Tanks Note Keys & Locks Swing Set Basketball Hoop Boat Hoist	N N			# of collows	Fireplace/Chimney Wood Burning System Furnace Humidifier Sauna/Hot tub Locks and Keys Dryer Washer Storage Shed Underground "Pet fence"		

Serial#: 088333-800165-8436641

Form Simplicity

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 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 \(\subseteq \) No \(\subseteq \) Unknown \(\subseteq \) If yes, what were the test results?
8. Attic Insulation: Type Rto cellug Unknown Amount 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: Clayton Co.
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: See Coveronts Afforded

		Page 5	5 of 5
	property not so noted: (Date of repairs, Nenance items) (Attach additional sheets, if	Name Lepair company if utilized.) (Note: necessary)	
IV. Radon Fact Sheet &	Form Acknowledgement		
Home-Buyers and Sellers Fa	yer be provided with and the Buyer ack act Sheet'', prepared by the Iowa Depar	rtment of Public Health	
Seller MA	Seller Du	representation Date 7/26/2	27
the items based solely on the structural/mechanical/applian immediately disclose the chardirectly made by Broker or B Seller has retained a copy of	information known or reasonably available ce systems of this property from the date on the graph of the parties roker's affiliated licensees (brokers and sale this statement.	indicated above the history and condition of le to the Seller(s). If any changes occur in to of this form to the date of closing, Seller wites hold Broker liable for any representations alespersons). Seller hereby acknowledges	the ill s not
	ection the buyer(s) may wish to obtain.	is statement is not intended to be a warra	inty
Buyer	Buyer	Date	





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

Property Owner(s) & Address:

T)	The 11 dieses	TT	-
Brenton	Buildings,	LL	人

Unit 4 Gordon Subdivision, Monona, IA 52159-address TBD

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:

Seller(s) disclose condition and informat	ion about the property, u	nless exempt:	
property containing 5 or more dwelling selling foreclosed properties; transfers conservatorship, or trust. This exempti person and was an occupant in posses preceding the date of transfer; between	gs units; court ordered to by a fiduciary in the coon shall not apply to a sion of the real estate a joint tenants, or tenant livorcing spouses; common the requirement(s) of least to the state of the	ransfers; transfers by a ourse of the administra transfer of real estate at any time within the s in common; to or fron nercial or agricultural p	include (IA Code 558A): Bare ground; a power of attorney; foreclosures; lenders ation of a decedent's estate, guardianship, in which the fiduciary is a living natural at twelve consecutive months immediately om any governmental division; quit claim property which has no dwellings. Seller(s) use one of the above exemptions apply.
Seller	Date	Seller	Date
Buyer	Date	Buyer	Date
the required information. (4) Additional "NA" (not applicable). (6) All approxim UNKNOWN. (7) Keep a copy of this statement: Seller dature and accurate to the best of my/our keep tatement to any person or entity in connormal transfer of the statement shall not be a warranty of inspection or warranty the purchaser may Agent acting on behalf of the Seller. The which is written on this form. Seller actions applied to the seller.	ormation. (3) Provide in pages or reports may be lations must be identified atement. Siscloses the following in nowledge as of the date lection with actual or anterior and kind by Seller or Soly wish to obtain. The folio Agent has no independence or report of the second of the sec	formation in good faith attached. (5) If some in the some in the signed. If you do not less that the signed. Seller authorize icipated sale of the probability of the probability in the signed are representated and the shall shal	a and make a reasonable effort to ascertain items do not apply to your property, write know the facts, write or check he property and certifies this information is tes Agent to provide a copy of this apperty or as otherwise provided by law, not be intended as a substitute for any tions made by Seller and are not by any the condition of the property except that ons relevant to Buyer.
I. Property Conditions, Impro	ovements and Add	itional Informati	on: (Section I is Mandatory)
EACH AND	EVERY LINE MUST	BE ADDRESSED A	AND MARKED
 Basement/Foundation: Has then 1A. If yes, please explain: Roof: Any known problems? Y 	New Constru	action To be be	
2B. Date of repairs/replacement (Describe: New	-	.1.1.0.11/	
3. Well and pump: Any known pro		_	
3A. Type of well (depth/diameter	·		

Serial#: 052342-400165-8862268
Prepared by: James Moritz | Freedom Agency | ibrehmer@freedombnk.com |

Form Simplicity

	3B. Has the water been tested? Yes \(\subseteq \text{No \subseteq Unknown \texts} \) 3C. If yes, date of last report/results: New Const. to be bait	
4.	Septic tanks/drain fields: Any known problems? Yes □ No □ Unknown 🎗	
		own 🗌
	Has the system been pumped and inspected within the last 2 years? Yes □ No □ Unknown □	
	Date of inspection Date tank last cleaned/pumped	N/A□
	Sewer: Any known problems? Yes \(\sum \text{No } \sum \text{Unknown} \sum \(\text{New Const. +obs. Gu. H} \) 5A.Any known repairs/replacement? Yes \(\sum \text{No} \sum \text{Unknown} \sum \sum \text{5B. Date of repairs} \)	-
	Heating system(s): Any known problems? Yes \(\text{No \(\text{No \(\text{No \(\text{ST. 40 \(\text{SU} \\ \text{Lui \(\text{H} \)} \)} \) 6A. Any known repairs/replacement? Yes \(\text{No \(\text{D} \)} \) 6B. Date of repairs \(\text{Lui \(\text{H} \)} \)	
	7A. Any known repairs/replacement? Yes \square No \square	
	Plumbing system(s): Any known problems? Yes □ No ☒ New const. to Sedent + 8A. Any known repairs/replacement? Yes □ No □ 8B. Date of repairs	
9.	Electrical system(s): Any known problems? Yes □ No ☒ New Const. +olebnit 9A. Any known repairs/replacement? Yes □ No □ 9B. Date of repairs	
10	0. Pest Infestation: (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.) 10A. Any known problems? Yes □ No □ Unknown 図 MW Gm5t. しよりはけ Date of treatment	
	10B. Previous Infestation/Structural Damage? Yes No Unknown Date of repairs	
11	1. Asbestos: Is asbestos present in any form in the property? Yes \(\sum \) No \(\sum \) Unknown \(\sum \) 11A. If yes, explain:	
12	2. Radon: Any known tests for the presence of radon gas? Yes□ No ☒ 12A. If yes, test results? Date of last report	
13	3. Lead Based Paint: Known to be present or has the property been tested for the presence of lead based pa	
	13A. Provide lead based paint disclosure.	
14	4. Any known encroachments, easements, "common areas" (facilities like pools, tennis courts, walkways or areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which h authority over the property? Yes No Unknown	

and driveways wl Yes X No ☐ Un	hose use o known 🗌	r main	tenanc	e responsib	nmon with adjoining less bwners, pility may have an effect on the pr	operty?		
16. Structural Dama	6. Structural Damage: Any known structural damage? Yes \ No \ Unknown \ Mew Const to be but							
					, drainage or grading problems?			
18. Is the property I 18A. If yes, flood	ocated in	a floo	d plai					
19. Do you know the What is the zoning	e zoning o	lassifi 	cation 	of this pro	pperty? Yes 🗌 No 🗌 Unknown	X		
If yes, attach a co	py OR sta	ate whe	ere a tr	ue, current	ovenants? Yes No Unknow copy of the covenants can be obtained.	n 🗌 nined:		
You <u>MUST</u> expl	lain any "	Yes" 1	espor	ises above ((Attach additional sheets if nece	ssary):		
II. Appliances/S Notice: Items marked	ystems/ ''included	Servic l'' are i	ees (N ntende	ote: Section	Buyer initials	Seller and ever, inclu	is not mandatory): ded items may be	
-	-			-	Agreement shall be the final terms		-	
	Included	Workin Yes N				Included	Working? Yes No OR N/A	
Range/Oven Dishwasher Refrigerator Hood/Fan Disposal TV receiving Equipment Sump Pump Alarm System Central AC Window AC Central Vacuum Gas Grill Attic Fan Intercom Microwave Trash Compactor Ceiling Fan Water Softener/ Conditioner LP Tanks Keys & Locks Swing Set Basketball Hoop Boat Hoist Pet Collars Garage door opener				# of collars # of remotes	Lawn Sprinkler System Solar Heating System Pool Heater, Wall liner & equipment Well & Pump Smoke Alarm Septic Tank & Drain field City Water System City Sewer System Plumbing System Central Heating System Water Heater Windows Fireplace/Chimney Wood Burning System Furnace Humidifier Sauna/Hot tub Locks and Keys Dryer Washer Storage Shed Underground "Pet fence" Boat Dock			

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 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 \(\sigma\) No \(\sigma\) Unknown \(\sigma\)
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 \(\subseteq \) No \(\subseteq \) Unknown \(\subseteq \) If yes, what were the test results?
8. Attic Insulation: Type K50 cellulage Unknown Amount 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:
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:

Page 5 of 13. Repairs: Any repair(s) to proper not so noted: (Date of repairs, Name c_repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary)			
IV. Radon Fact Sheet	t & 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 RAM	Seller	MA	Date 7/26/22
the items based solely on t structural/mechanical/appl immediately disclose the c	erty since July 2022 (date). Some the information known or reasonable liance systems of this property from changes to Buyer. In no event shall or Broker's affiliated licensees (brokey of this statement.	ly available to the Seller(the date of this form to the parties hold Broker I	s). If any changes occur in the the date of closing, Seller will liable for any representations not
Buyer hereby acknowled or to substitute for any in	ges receipt of a copy of this stater nspection the buyer(s) may wish t	ment. This statement is to obtain.	not intended to be a warranty
Buyer	Buyer		Date



SUE MEYER
CLAYTON COUNTY RECORDER
ELKADER, IA
RECORDED ON
11/23/2005 11:38AM

REC FEE: 17.00

PAGES: 3 STAMP#:

Prepared by Kevin H. Clefisch, 108 S. Main St., Garnavillo, Iowa (563) 964-2675 Return Document to: Monona Enterprises, Inc., 106 S. Main, Monona, IA 52159

SUBSTITUTED AND AMENDED COVENANTS

for

Gordon Subdivision

- 1. Each lot shall be used solely for single family or duplex residences. The structures shall be no more than two stories high.
- 2. Each lot shall be used for residential purposes and for the construction of residential homes. No residential lot as platted shall be subdivided nor shall any lots be combined, unless approved by Monona Enterprise Group.
- 3. One outbuilding per lot is allowed and shall not exceed 144 square feet. No building of any kind shall be moved onto a residential lot except pursuant to the zoning ordinance of the City of Monona, Iowa. No structure of temporary character, including but not limited to, trailer, basement, tent shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No dog kennel shall be allowed on any lot and only one (1) dog house of not more than 16 square feet in area shall be allowed.
- 4. Each residence shall have a minimum ground floor square footage of livable space exclusive of porches and garages, as follows:
 - a. Single family homes 1,200.00 square feet
 - b. Duplexes 900 square feet per unit
 - c. All other (split foyer or level, story and a half and other multilevel dwellings) 800 square feet
- 5. No mobile homes shall be allowed or used as a residence, either temporarily or permanently, within the subdivision.
- 6. No semi-truck (cab unit) or truck trailer, or any vehicle used in the transportation or storage of hazardous or flammable material shall be parked or stored in the subdivision, either temporarily or permanently.
- 7. Fences shall be allowed subject to the Monona Zoning Ordinance.
- 8. A lot owner shall plant a minimum of two approved trees in the parking area after the residential home is constructed.
- 9. There shall be a minimum roof pitch of 6/12,
- 10. Every homeowner shall construct a public sidewalk running along the front lot line at the time of home construction. The construction of homes shall comply to the Monona City Ordinance specifications.
- 11. No garbage, ashes, or refuse shall be permitted on any lot that is exposed to public view and no outside incinerators shall be permitted. Also, no rubbish shall be burned outside of any residence except for yard waste burning pursuant to applicable City of Monona ordinances.
- 12. Occupations or businesses conducted out of or within a residential home shall be permitted

- subject to the applicable provisions of the City of Monona Zoning Ordinance.
- 13. No signs shall be allowed except for those allowed by Monona Zoning Ordinance.
- 14. Each lot shall at all times be maintained in neat and orderly condition and in an appearance commensurate with the character of the subdivision. No poultry or animals of any type shall be kept or housed on any lot, except for domestic dogs or cats.
- 15. No noxious, offensive, or illegal activity shall be conducted upon any lot, nor shall any act be committed thereon that may be or become an annoyance or nuisance to the subdivision residents; and, no materials shall be stored or kept inside or in front of any subdivision residence, except for the purpose of immediate incorporation into a structure on the residential lot.
- 16. Television antennas may be installed on a subdivision home, but not with the use of any type of free standing tower or pole.
- 17. The purchaser of a lot shall commence construction of a residence within six months from the date of purchase and shall complete residence construction as soon as possible. The purchaser shall submit building plans and specifications to the Monona Enterprise Group, Inc. for approval prior to construction. The purchaser may request an extension to complete construction in the event unforseen circumstances beyond the control of the purchaser occur.
- 18. All single family residences shall have at a minimum a double attached garage and paved driveway of at least 20 feet in width. The paving shall be continuous from the garage to the street.
- 19. No vehicles of any type shall be parked off the paved driveway of a lot.
- 20. No building or house shall be moved onto any lot, except for a new and never occupied modular type home meeting all the requirements herein.
- 21. In the event the owners of any lot, or their heirs, successors, or assigns violate or attempt to violate, any of the covenants and restrictions herein stated, any person or persons, owning any lot in said subdivision may prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction to prevent the violating party from so doing and/or to recover damages for such violation.
- 22. If any section, provision, or part of the covenants set forth herein is adjudged invalid or unconstitutional, such adjudication will not affect the validity or the covenants as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.
- 23. The covenants, restrictions, or reservations above set forth may be partly or wholly waived, released, amended, or otherwise modified by written consent of seventy-five percent (75%) of the record owners of lots within the subdivision.
- 24. The foregoing covenants substitute and replace the Covenants for Gordon Subdivision filed September 27, 2004 with the Recorder of Clayton County, Iowa as Instrument No. 2004-3397.

The foregoing Covenants are hereby passed and approved this <u>dJal</u> day of <u>sectorial</u>, 2005 with the written consent of seventy-five percent (75%) of record owner(s) of lots within the Gordon Subdivision.

Thomas Wilke, Vice President Monona Enterprises, Inc.

ATTEST:

Connie Halvorson, Secretary

STATE OF IOWA, COUNTY OF CLAYTON: ss

On this 23 day of Julian, 2005, before me, the undersigned, a Notary Public in and for said State of Iowa, personally appeared Thomas Wilke and Connie Halvorson, to me personally known, who being duly sworn, did say that they are the Vice President and Secretary, respectively, of the

corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Thomas Wilke and Connie Halvorson as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

JAMES P. BURGER
Comm. # 125152
My Comm. Exp. 55-14-03

Notary Public

** By Laws for Monona Condos (Preliminary Draft)

Listed below are the bylaws of the Monona Condos

- 1) Bylaws will be administered by a board of directors consisting of (1) member for each unit
- 2) Members will vote to establish a President
- 3) Members will vote to establish a Secretary/Treasurer
- 4) In making decision on Association funds each member of the board is entitled to (1) vote
- 5) In the event of a tie the President of the Association Holds the tie breaking vote
- 6) Initial fee is set at \$150.00 per month paid into an association checking account
- 7) Members are allowed a Garden up to 10'x20' directly behind their unit area
- 8) Association fees are to be used explicitly for the following uses: snow removal, lawn mowing and maintenance, driveway repair/sealing, roofing and siding replacement, insurance for the outside of the building
- 9) Treasurer/Secretary is responsible for taking meeting minutes and paying debts of the association
- 10) Bylaws may be changed with a majority vote at any time
- 11) Each owner upon purchase must sign a copy acknowledging the bylaws which is kept with association records.

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Acknowledged	Date:
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^{**}These By-Laws are subject to change from this preliminary draft.

BRENTON BUILDINGS MONONA, IOWA

DATE 07-28-22

Submitted to 4 plex Formanek condo

Building Material Description

- 1. 2x6
- 2. studs
- 3. Engineered roof trusses and gable bracing, 30-10-10 loading 2' on center
- 4. $^{\circ}$ 4 inch concrete floor and 4 inch garage and pad in front of door.pad is 24x20
- 5. 6 inch concrete footings
- 6. 8ft walls
- 7. Marketplace flat panel birch cabinets or painted cabinets.
- 8. Granite countertops in the kitchen
- 9. 2.75 inch base hookstrap and 2.25 inch casing
- 10. 6panel solid core doors in all rooms, closets have 6panel hollow core
- 11. Alliance hawthorne windows and patio doors if a patio
- 12. 3-0 full lite dr into sunroom or screened in porch
- 13. Vinyl siding with brick 36inch in front of house
- 14. R50cellulose ceiling with r19 sidewalls
- 15. Double wall between units with r11 each wall
- 16. 1/2drywall walls with 5/8drywall ceiling ,attic draftstop or fire rated osb in the rafters
- 17. Garage 1/2drywall sidewalls with 5/8 drywall ceiling and wall to house

- 18. Vanity tops by /Bertch bath
- 19. Garage door insulated with steel backer with insulated lites
- 20. Can lites in kitchen, bathrooms. Ceiling fans in bedrooms and living rooms
- 21. Painting included
- 22. Fiberglass tub and shower units
- 23. Vinyl clad Jambs on exterior doors with a half lite
- 24. 6panel door from garage to the house not cladded
- 25. Flooring water proof laminate flooring
- 26. Seeded grass