



Serving your real estate needs since 1968

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

Unit #3, 105 Brenton Lane, Monona, IA 52159

\$246,000.00

with optional upgrade available for screened-in porch or all seasons room

Townhouse adjacent to Garden View Place Assisted Living and Monona's hard-surfaced walking trail. Townhouse features 2 bedrooms, 2 full bathrooms, open concept design, no steps, 2-car finished and heated garage, and beautiful country views. Options available for screened-in porch or all seasons sunroom.

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

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Kitchen



Pantry



Entry



Mud room/Laundry room



Living room



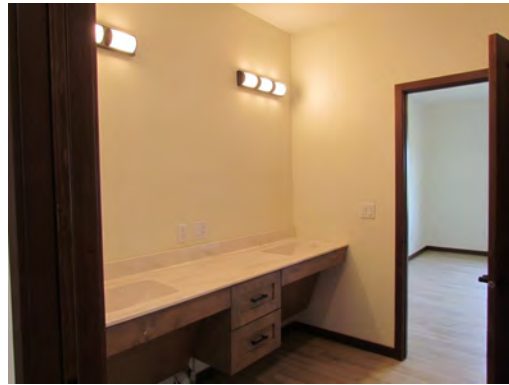
Full Bath

Freedom Agency

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Master bedroom



Master Bathroom



Master Shower



Master Closet

Clayton County, IA

Summary

Parcel ID 36-14-129-050
Alternate ID
Property Address 105 GORDON ST
MONONA
Sec/Twp/Rng N/A
Brief Tax Description GORDON SUBDIVISION PLAT 1 UNIT 3 AND 1/4 INT IN LOTS D & 1 OF 3 OF 23
(Note: Not to be used on legal documents)
Deed Book/Page [50-48 \(5/9/2023\)](#)
Contract Book/Page
Gross Acres N/A
Net Acres 0.00
Class N/A
(Note: This is for tax purposes only. Not to be used for zoning.)
District N/A
School District N/A



Owners

Deed Holder
[Brenton Buildings LLC](#)
[206 W Center St](#)
Monona IA 52159
Contract Holder
Mailing Address
Brenton Buildings LLC
206 W Center St
Monona IA 52159

Land

Lot Area 0.30 Acres;12,894 SF

Yard Extras

#1 - (1) START OF BUILDING Quantity=1.00, Units=Each, Height=0, Built 2022

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
2/20/2023	CITY OF MONONA	BRENTON BUILDINGS LLC	2023R01031	Quit Claim Deed	Deed		\$0.00
6/28/2022	MONONA ENTERPRISES INC	BRENTON BUILDINGS LLC	2022R02362	Vacant lot	Deed		\$45,000.00

⊕ There are other parcels involved in one or more of the above sales:

[Recording: 2023R01031 - Parcel: 3614129048](#)
[Recording: 2023R01031 - Parcel: 3614129049](#)
[Recording: 2023R01031 - Parcel: 3614129051](#)
[Recording: 2022R02362 - Parcel: 3614129046](#)
[Recording: 2022R02362 - Parcel: 3614129048](#)
[Recording: 2022R02362 - Parcel: 3614129049](#)
[Recording: 2022R02362 - Parcel: 3614129051](#)

Valuation

2023

Classification	
+ Assessed Land Value	\$0
+ Assessed Building Value	\$0
+ Assessed Dwelling Value	\$0
= Gross Assessed Value	\$0
- Exempt Value	\$0
= Net Assessed Value	\$0

Tax History

Homestead Tax Credit and Exemption

[Apply Online for the Homestead Tax Credit and Exemption](#)

Iowa Land Records

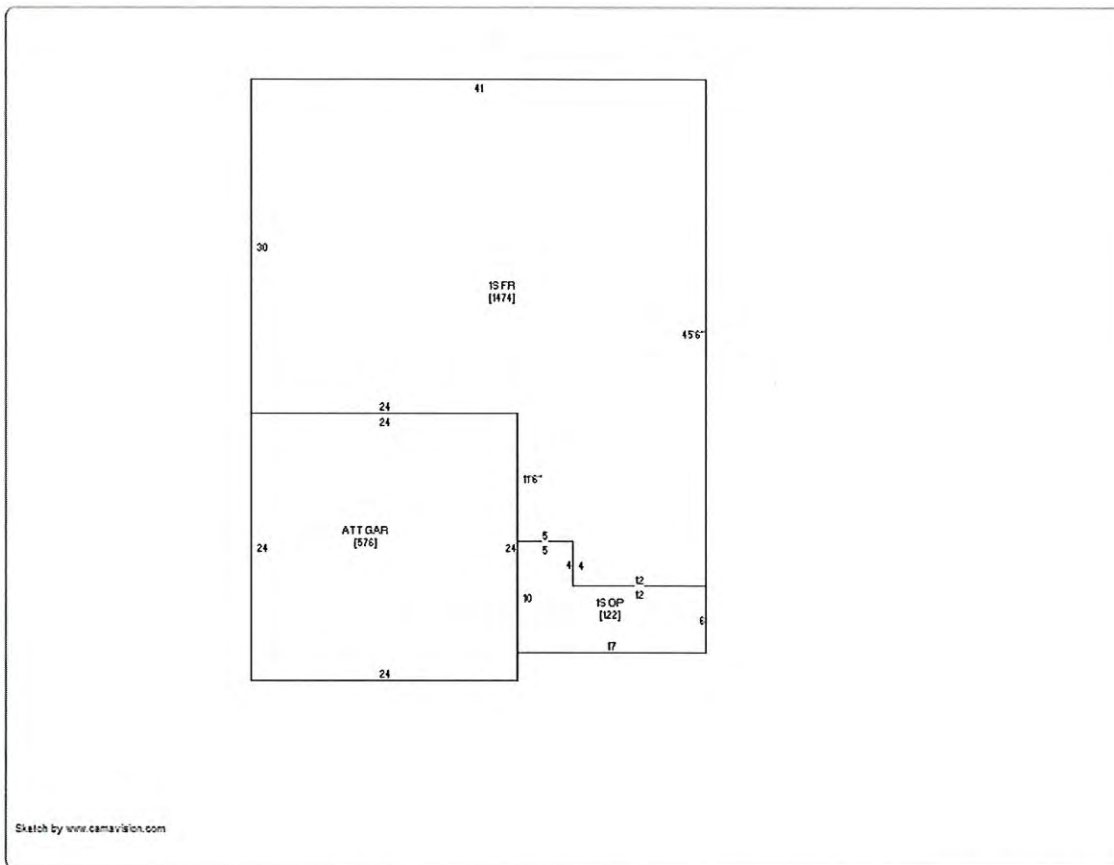
[\(2023R01237\)](#)

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, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Taxation, Tax Statements, Special Assessments.

Disclaimer: The information in this web site represents current data from a working file which is updated continuously. This information is used for property tax purposes only and is available as a reference for information that is believed reliable, but its accuracy cannot be guaranteed. Clayton County Assessors office does not determine the ownership of any real property.

[| User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 11/15/2023, 8:15:04 AM](#)

Contact Us

Developed by
 Schneider
GEOSPATIAL



SELLER DISCLOSURE OF PROPERTY CONDITION

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



Property Owner(s) & Address:

Brenton Buildings, LLC

Unit 3 - 105 Brenton Lane Monona, IA 52159

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; transfers by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust. This exemption shall not apply to a transfer of real estate in which the fiduciary is a living natural person and was an occupant in possession of the real estate at any time within the twelve consecutive months immediately preceding the date of transfer; 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 BR MA 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 asphalt shingles Pinnacle

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

Describe: _____

3. **Well and pump:** Any known problems? Yes No Unknown N/A

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

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

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

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

Location of tank _____ Age _____ Unknown

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

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

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

Yes [X] No [] Unknown []

16. Structural Damage: Any known structural damage? Yes [] No [X] Unknown []

17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes [] No [X] Unknown []

18. Is the property located in a flood plain? Yes [] No [X] Unknown []

18A. If yes, flood plain designation _____

19. Do you know the zoning classification of this property? Yes [] No [] Unknown [X]

What is the zoning? _____

20. Covenants: Is the property subject to restrictive covenants? Yes [X] No [] Unknown []

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

[X] On file at County Recorder's office or: _____

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

Seller initials BF CBF 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.

	Working?					Working?			
	Included	Yes	No	OR N/A		Included	Yes	No	OR N/A
Range/Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lawn Sprinkler System		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Solar Heating System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pool Heater, Wall		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hood/Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disposal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Well & Pump		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TV receiving					Smoke Alarm	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Septic Tank &				
Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Drain field		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City Water System		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central AC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Sewer System		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Window AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing System		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central Vacuum				<input checked="" type="checkbox"/>	Central Heating System		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Heater		<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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom				<input checked="" type="checkbox"/>	Fireplace/Chimney	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sauna/Hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Softener/				<input checked="" type="checkbox"/>	Locks and Keys	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conditioner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
LP Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Keys & Locks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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				
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 BF [Signature] 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 R50 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 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: _____
HOA in place

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

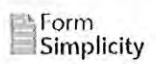
Seller acknowledges that Buyer be provided with and the Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.

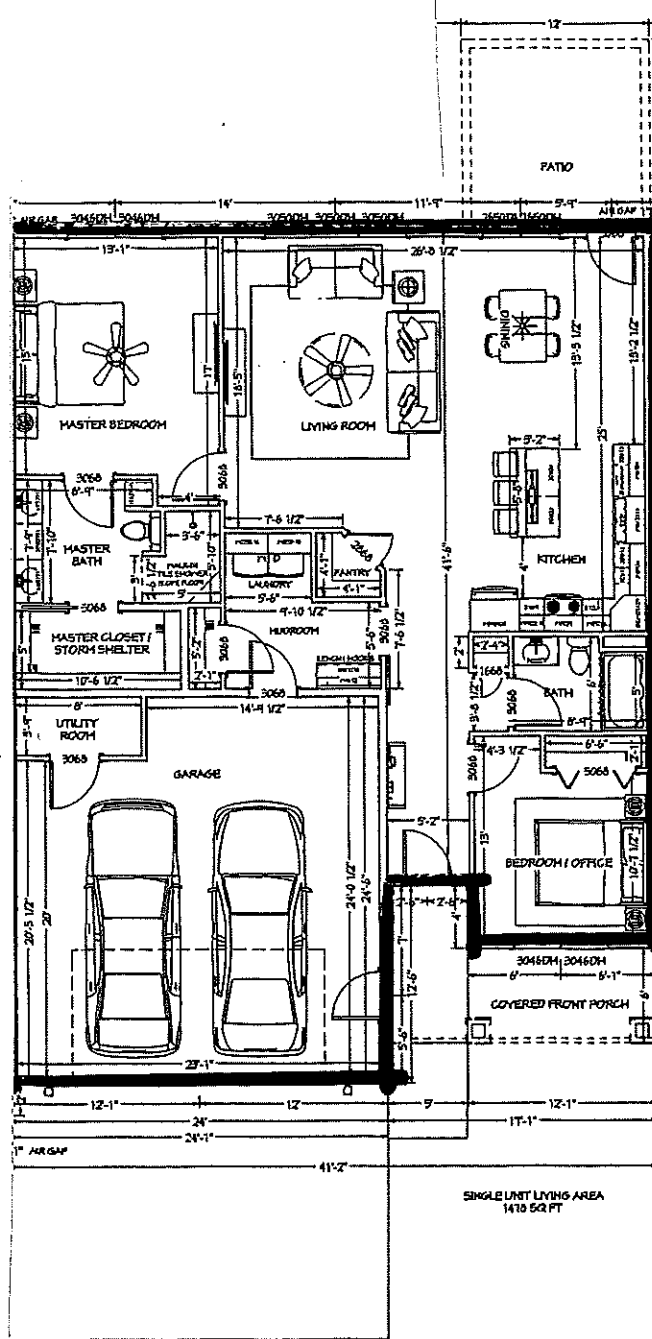
Seller [Signature] Seller [Signature] Date 11/15/23

Seller has owned the property since 7-20-22 (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 _____





Brenton Buildings, LLC Townhouse Estimated Property Tax Breakdown

These are only estimates and are subject to change

Assessment		\$250,000
Residential Roll Back	x	<u>.541302</u>
Taxable Value		\$135,325
Levy	x	<u>.0366542 (last years number)</u>
Annual Taxes		\$4,960

Urban Revite

Assessment		\$250,000
Urban Revite		<u>-\$75,000</u>
Adjusted Assessment		\$175,000
Residential Roll Back	x	<u>.541302</u>
Taxable Value		\$94,728
Levy	x	<u>.0366542 (last years number)</u>
Annual Taxes		\$3,471

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



SUE MEYER
CLAYTON COUNTY RECORDER
ELKADER, IA
RECORDED ON
11/23/2005 11:38AM
REC FEE: 17.00
PAGES: 3
STAMP#:

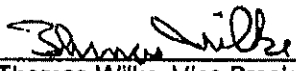
Prepared by Kevin H. Clefisch, 108 S. Main St., Garnavillo, Iowa (563) 964-2675
Return Document to: Monona Enterprises, Inc., 108 S. Main, Monona, IA 52159

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 – 800 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 unforeseen 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 23rd day of September, 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 September, 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, 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.

Acknowledged _____ Date: _____

****These By-Laws are subject to change from this preliminary draft.**