

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR TORSTENSON SUBDIVISION**

**Preparer Information:**

Lisa R. Wilson  
Wilson, Egge & Loya, P.C.  
222 N.W. Sunrise Drive  
Waukee, Iowa 50263  
(515) 369-2502

**Taxpayer Information:**

N/A

**Return Document To:**

Wilson, Egge & Loya, P.C.  
222 N.W. Sunrise Drive  
Waukee, Iowa 50263

**Declarant:**

Ted and Tammy Torstenson Family Trust Under Trust Agreement Dated August 11, 2016

**Grantee:**

N/A

**Legal Description:**

Lots One (1) and Two (2), and Outlot Z, in Torstenson Subdivision Plat 1, an Official Plat, now included in and forming a part of the City of Waukee, Dallas County, Iowa.

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR TORSTENSON SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR TORSTENSON SUBDIVISION is made this 5<sup>th</sup> day of June, 2025, by the Ted and Tammy Torstenson Family Trust Under Trust Agreement Dated August 11, 2016 (“Declarant”).

RECITALS:

WHEREAS, Declarant, concurrently herewith, has subdivided, developed and platted Torstenson Subdivision Plat 1 in Waukee, Dallas County, Iowa (“Torstenson Subdivision”), and is the owner of Lots 1 and 2, and Outlot Z, in said Torstenson Subdivision.

WHEREAS, Declarant is desirous of establishing certain covenants, conditions, easements and restrictions for the benefit of the owners of the Lots.

NOW, THEREFORE, Declarant hereby publishes and declares that the Lots shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, all of which are for the purpose of enhancing and protecting the value and attractiveness, and desirability of the Lots, and all of which shall run with the land and shall be a burden upon and a benefit to, any and all parties acquiring or owning any right, title or interest in any part of the Lots, and their heirs, successors, assigns, grantees, executors, administrators and devisees.

**I. DEFINITIONS**

- A. “City” shall mean the Waukee, Iowa.
- B. “Declarant” shall mean Ted and Tammy Torstenson Family Trust Under Trust Agreement Dated August 11, 2016, and its successors and assigns, as to the entirety of the Lots that has not theretofore been conveyed to homebuilders or homeowners, unless the context indicates otherwise.
- C. “Lot” shall mean and refer to Lots 1 and 2 as shown on the recorded plat of Torstenson Subdivision.
- D. “Outlot” shall mean and refer to Outlot Z as shown on the recorded plat of Torstenson Subdivision.
- E. “Owner” shall mean a person the person or persons who from time to time collectively hold the entire fee title to a Lot, including sellers under executory contracts of sale (but shall not include any person or entity who holds such fee title merely as security for a loan, unless and until such person has succeeded to ownership by enforcement of its remedies under such security instruments).
- F. Words and phrases in this Declaration shall be construed as in the singular or plural number, unless the context permits only one such manner.

**II. DESIGNATION OF USE**

The use of all Lots shall be limited to single-family residential use with not more than one single-family dwelling on each Lot, and may be developed only with other uses of land or structures customarily incidental and subordinate to the single-family residential use as permitted by the City Zoning Ordinance, unless such uses or

structures are otherwise regulated or prohibited by this Declaration. No full-time or part-time business activity may be conducted on any Lot or in any building or structure on any Lot, except to the extent of a home occupation permitted by the City Zoning Ordinance.

A. No building or structure of a temporary character and no trailer, basement, tent, shack, garage or outbuilding shall be used at any time as a residential dwelling on any Lot, either temporarily or permanently.

B. No trailer, boat, camper, motor home, or truck rated larger than 3/4 ton or other movable or temporary structure or enclosure shall be maintained or parked on any Lot or street within public view.

C. No mobile home or Manufactured Homes as defined in the Code of Iowa shall be placed on or erected on any Lot.

D. No noxious or offensive activity or odors shall be permitted on or to escape from any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance, either temporarily or permanently.

E. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other common household pets may be kept so long as they are not kept, bred or maintained for commercial purposes.

F. Any construction or earth moving on any lot(s) (whether greater or less than one acre in size) shall be in compliance with all statutes, rules and/or ordinances relating to storm water and erosion control compliance and permitting. Each Owner shall protect, defend, indemnify and hold the Declarant and other Owners harmless from any and all damages, claims, liabilities, fines, penalties, cleanup costs and/or attorneys and consultant fees caused by, or in any manner related to: 1) any discharges of soil, silt, sediment, petroleum product, hazardous substances or solid waste from the Lot(s); and/or 2) any alleged violation of any NPDES, storm water and/or erosion control statute, rule or ordinance.

### **III. DESIGN AND CONSTRUCTION**

A. In order to preserve the general design for the development of the whole of Torstenson Subdivision, no structure or other improvement, or addition thereto, shall be erected upon any Lot unless the plan, design, building materials and location thereof shall have been first approved by the Declarant or such person or persons designated by the Declarant for this purpose. Approval of such plans shall not be unreasonably withheld.

B. All building structures or improvements of any kind must be completed within twelve (12) months of the commencement date of construction.

C. No building shall be erected on any Lot nearer than the building setback lines as shown on the recorded plat.

D. No building or structure shall be constructed, altered or maintained on any Lot unless it has a driveway running from a street to the dwelling, which must be of sufficient area to park at least two cars entirely off the street right-of-way. All driveways shall be constructed of concrete or asphalt surfacing.

E. All dwellings must be constructed with the minimum of a three-car attached or built-in basement garage. No detached garages are permitted.

F. The exterior of any dwelling, garage or outbuilding located on any Lot shall be finished in white or other earth tone conservative color design that will blend well with the abutting subdivisions, unless otherwise

approved by Declarant. A minimum of thirty-five percent (35%) of the front elevation of the dwelling on each Lot shall be covered with a brick, stone veneer or stucco. All siding must be a 50-year hard board (commonly referred to as "Hardie Plank", "James Hardie Siding" or "LP Smartside"). Steel, aluminum, vinyl, composite, and Masonite siding are strictly prohibited. In addition to the foregoing, all areas of exposed concrete, concrete block or tile foundations shall be either painted to blend with the exterior wall finishes, or covered with brick or stone veneer or the equivalent.

G. The pitch of the roof of all dwellings must be a minimum of 4/12, unless otherwise approved by the Declarant. All roof material shall be slate, tile, cedar shakes, or composition shingles. Composition shingles shall be architectural grade, with a minimum thirty-year (30) warranty. Shingle colors shall be muted earth tones and be compatible with and complimentary to the exterior materials and colors of the building structures. Notwithstanding the foregoing, white-flecked or white shingles are not allowed.

H. The dwelling located on Lot 1 shall contain a minimum square footage of living space exclusive of floor below the exterior grade, attached garages, breezeways, and porches (including enclosed porches commonly referred to as "four seasons porches") as follows:

- (1) One-story dwellings must have a minimum of 2,200 total square feet of finished floor area directly under roof.
- (2) One and one-half story dwellings must have a minimum of 2,500 square feet of finished floor area.
- (3) Two-story dwellings must have a minimum of 2,800 square feet of finished floor area.
- (4) Split entry dwellings must have not less than 2,800 square feet of finished area on the upper level, but a 50% credit will be given for finished area of lower level which is 50% exposed over finished grade.
- (5) Split level dwellings must have not less than 2,800 square feet of finished area directly under the roof, but a 50% credit will be given for finished area of lower level which is 50% exposed over finished grade.

I. Playhouses, utility buildings, storage sheds, pool houses or other similar structures shall be permitted, provided that:

- (1) The structure complies with all local ordinances or is otherwise approved in writing by the City; and
- (2) The structure does not exceed 1,000 square feet; and
- (3) The exterior and the roof of any such structure visible from the street shall be constructed of the same material, have the same color and appearance as the residential dwelling on the same Lot; and
- (4) The structure is located in the rear yard only; with the exception of any structure located on Lot 2, which may be located in the front or side yard; and
- (5) No such structure shall be located closer than twenty feet (20') from any Lot line, unless the Declarant has specifically approved the structure and location; and
- (6) The placement of the structure shall not impede water flow or otherwise cause an undue hardship on the landscape and/or topography of the Lot.

(7) Playsets are allowed but must be approved by Declarant.

J. A dog run shall not be permitted on any Lot unless: (i) it is located at the rear of the house or garage and extends toward the rear of the Lot from that portion of the house or garage which is the closest to the rear Lot line; (ii) it is entirely enclosed with a fence in compliance with Article IV of this Declaration; and (iii) and is screened from public view with landscape plantings or hedges. Any dog house constructed on a Lot shall not exceed twenty (20) square feet in area, shall be constructed of the same material and have the same color and appearance as the residential dwelling, and shall be located in the rear yard of a Lot no closer than twenty (20) feet from any Lot line.

K. Various Lots located in Torstenson Subdivision may contain a combination of fill and natural soils, or completely located in new fill, and may require a specialty foundation. Prior to commencement of construction of a dwelling, each Owner of a Lot shall procure the assistance of a structural engineer to determine if it is necessary to anchor the foundation into the hillside and if it is necessary to engage a geotechnical engineer to assess the slope stability with regard to house design and location. Owners are encouraged to explore options to enhance the foundation which include, but are not limited to, enlargement of footings, stabilization of soils or using imported backfill to increase soil strength.

L. Notwithstanding the foregoing, the existing dwelling and other improvements located on Lot 2 shall be exempt from this Article III; provided, however, any future material reconstruction of the dwelling or other improvement located on Lot 2 completed from and after the date of this Declaration shall be subject to the provisions of Article III.

M. The knocking down or cutting down of trees or saplings shall be limited to the absolute minimum needed for construction on a Lot or the removal of diseased, damaged or dead trees and shall be considered only as a last resort after the Owner uses his best efforts to relocate trees to an alternate location on the same Lot. Established trees removed for construction shall be only those directly on the structure site or not greater than twenty (20) feet from the structure or from any road or driveway. Any Owner desiring to fell or cut down any tree on a Lot must obtain prior written permission from the Declarant after submission of an acceptable tree removal plan, including a plan for tree replacement.

#### **IV. LANDSCAPING AND FENCES**

A. Within thirty (30) days of completion of the dwelling on a Lot, the disturbed area of the Lot shall be fully sodded, except where the topography, conservancy districts, creek slopes or tree cover does not make sodding practical. If weather conditions make the time requirement for sodding impossible to comply with, Declarant shall establish a reasonable period of time for compliance. Only an Outlot may be seeded in lieu of sod.

B. No fences shall be permitted upon any Lot except as follows:

(1) No fence shall exceed six (6) feet in height and shall be constructed of black wrought iron or black aluminum. The fence fabric or fence screening material shall be mounted on the exterior face of the fence posts or fence framing.

(2) Unless otherwise approved in writing by Declarant, no fence shall be constructed forward of the dwelling's back building line, and shall not be constructed within a drainage easement area without the prior written consent of the City.

(3) No fence shall be installed in a manner that impedes water flow.

(4) Pool fences shall be landscaped and screened with shrubs and bushes.

(5) Notwithstanding the foregoing, no fence shall be constructed in any easement area filed of record without the prior written consent of the Declarant.

#### **V. SATELLITE DISHES, ANTENNAS, POLES**

A. Satellite dishes or parabolic devices in excess of thirty-six inches (36") in diameter used to receive television or other signals from satellites shall not be permitted. The satellite dish or parabolic device shall be mounted on the rear elevation of the dwelling or garage, or the rear half of the side elevation only. In no event shall a satellite dish or parabolic device be mounted on the front elevation or the front half of a side elevation. Ground mounted satellite dishes shall not be permitted.

B. No exterior towers or antennae of any kind shall be constructed, modified or permitted on the ground of any Lot or on any dwelling, garage or other permitted structure. All antennae shall be concealed with the attic space of the dwelling or garage.

C. No light pole shall be used or placed upon any Lot that extends more than ten feet (10') above grade, except those to light a tennis court. All light poles shall be of a residential design and shall be positioned on a Lot in a manner that will avoid direct lighting onto adjoining Lots. In no event shall a light pole be located any closer than twenty feet (20') from any property line.

#### **VI. MISCELLANEOUS RESTRICTIONS**

A. No sign of any kind or description shall be placed, exposed to view or permitted to remain on any Lot or any street adjacent thereto, except: (i) street markers, traffic signs and other signs displayed by the City or other governmental units; (ii) signs which have been approved by the Declarant or its authorized agent not exceeding 144 square inches in area upon which there shall only be exhibited the street number or name, or both, of the resident; and (iii) a customary sign (one per Lot) advertising a dwelling for sale, not exceeding 1296 square inches in area. In the event that any sign, other than those described above, shall be placed or exposed to view on any of the Lots restricted hereby, the officers or agents of the Declarant are hereby given the right to enter upon those Lots and remove said signs.

B. Only below-ground swimming pools shall be permitted on a Lot, which shall be located in the rear yard and shall be enclosed by a fence (if required by the City and approved by the Declarant) or hedges. No above-ground swimming pools are allowed.

C. All utilities, including trunk and service lines for telephone, electricity and cable television, shall be constructed and located underground. No private wells shall be permitted on any Lot, except those existing as of the date of this Declaration.

D. Owners must be prepared to make arrangements for adequate private sanitary sewer or septic systems on his/her Lot which meet the requirements of the local governmental authority and are used in compliance with all applicable governmental regulations. All Lots served by on-site septic systems with laterals where permitted or peat, sand or similar filter systems recognized and approved by the Dallas County Board of Health shall be placed, constructed and maintained in accordance with the laws, rules and regulations of the Dallas County Board of Health and must conform to the standards adopted by the Iowa Department of Natural Resources. The location of the septic system must be approved in advance of installation by the Dallas County Board of Health. The Owner shall be responsible to the Dallas County Board of Health to have the septic system annually inspected and shall be responsible for any modifications or repairs to the system identified by the inspection report. Further, on-site septic systems shall receive periodic pumping when necessary to prevent

noxious or offensive odors to escape from any Lot which may become an annoyance or nuisance to other Owners. No toxic or hazardous wastes or chemicals shall be disposed of in the septic system.

E. A pond will be located on a portion of the rear yard of Lot 1 and Lot 2 (individually "Pond", collectively "Ponds"). The Pond located on Lot 1 shall be referenced as the "Upstream Pond" and the Pond located on Lot 2 shall be referenced as the "Downstream Pond". Each Owner shall be responsible for all maintenance of the Pond located on his/her Lot, including any equipment or features related thereto, algae growth and weed control. No Owner of a Pond Lot shall change the grade of the Pond or alter the boundaries in any way without the written permission of the City. The Pond outflow structure located on Lot 1, the dam and other underground improvements which serve both Ponds (collectively "Drainage Improvements") must be maintained by the Owner of Lot 1 in good condition at all times and shall ensure said Drainage Improvements are fully operational. The Upstream Pond Owner may not restrict water to the Downstream Pond at any time. All costs related to the maintenance and repair of the Drainage Improvements shall be shared equally by the Owners of the Lots.

Each Owner shall be responsible for regularly maintaining algae growth and weed control to protect the aesthetic appeal and pond health. Any chemical used to control algae growth and weed control shall be strictly limited to those approved and certified by the Environmental Protection Agency to be safe for aquatic use. No chemical shall be used to treat a Pond, or any area surrounding a Pond, that would be harmful to fish or wildlife. In the event any chemical is used or applied to the Upstream Pond that has water use restrictions, the Owner of Lot 2 must be notified, in writing, prior to application thereof, which written notice shall include the specific chemical to be applied.

Each Pond within the boundary of a Lot is privately owned for the restricted use, enjoyment and benefit of the Owner of such Lot. No person, including the general public and other Owners, and their respective invitees, licensees and permittees, shall be allowed to enter upon or access a Pond located on a neighboring Lot without first obtaining permission from the Lot Owner. Any Pond Owner may add fish to his/her respective Pond, provided the fish are considered by the Department of Natural Resources to be game fish or bait fish.

## **VII. EASEMENTS**

Certain perpetual easements are reserved as shown on the recorded plat of Torstenson Subdivision, and/or as may be granted to the City by the Declarant, and filed of record in the Office of the Dallas County Recorder. Except as otherwise provided for herein, the owner or occupant of a Lot shall, at his/her own expense, keep and preserve that portion of the easement within his/her Lot in good repair and condition, and shall neither erect nor permit erection of any building, structure or fences of any kind within the easement which might interfere in any way with the use of such easement.

## **VIII. SIDEWALKS**

Sidewalks are not currently required to be installed in Torstenson Subdivision. However, in the event the City requires sidewalks to be installed in the future for any reason, the Owner of a Lot shall, at the Owner's expense, install any required public sidewalk in accordance with City specifications.

## **IX. MAINTENANCE OF LOTS/OUTLOTS AND SURFACE WATER**

A. The Owner or person in possession of each Lot, whether vacant or improved, shall keep the same well maintained, groomed and mowed, free of uncut weeds, rubbish, garbage and debris. The Owner, at its sole expense, shall be responsible for general routine maintenance and upkeep of any and all driveway culverts, check dams and/or storm water outlets located on his/her Lot and shall keep in good and safe condition at all times, including but not limited to, groomed and mowed, free of uncut weeds, rubbish, garbage and debris to prevent any

impediment to water flow. The Owner, at its sole expense, shall also be responsible for all repair, reconstruction, restoration and replacement of driveway culverts and check dams located on its Lot. Damaged or dead trees and shrubbery shall be trimmed out or removed and replaced with another tree or shrubbery.

B. Vegetation in conservancy easements, flowage easements, creek channels, drainage ways and/or timbered areas shall not become overgrown with weeds, but may be planted in ground-cover species appropriate to the topography and land form.

C. The topography of Torstenson Subdivision is such that surface water may flow from certain Lots onto other Lots as a particularly steep incline exists on all Lots in Torstenson Subdivision. In regard to all matters concerning surface water, each Lot shall be subject to such easements as may exist for the flowage of surface water under the laws of the State of Iowa, as may be in effect from time to time, and all Owners shall have such rights and obligations with respect thereto as may be provided by such law. In addition to the foregoing, and as evidenced by the purchase of a Lot, the buyers unconditionally and irrevocably agree to indemnify, release and hold harmless the seller, the Declarant, and/or Declarant's successors, assigns, agents, contractors, subcontractors, officers, members, employees, insurers, architects, attorneys and engineers, from and against any loss, liability, expense or claim, including attorney fees, asserted by the buyers or adjacent lots owners for damage to his/her property by virtue of any surface water flowage, regardless of whether the surface water flowage is naturally occurring or occurs as a result of grading, re-grading, construction or reconstruction of any Lot or improvement thereon.

D. No structure of any kind, including fences, shall be built upon the Outlot and such Outlot shall be maintained by its Owner in its native form as flood plain.

## **X. COVENANT ENFORCEMENT/GENERAL PROVISIONS**

### **A. Penalties**

In addition to the remedies described below in Paragraph B or elsewhere in this Declaration, the Declarant is hereby authorized to levy against any Lot in violation of this Declaration of Covenants, Conditions and Restrictions an assessment penalty not to exceed \$100 for each day a violation of this Declaration continues beyond thirty (30) days after notice of a violation has been given by the Declarant to the Owner of said Lot by certified mail, return receipt requested, or delivered in writing in by personal service. If the Owner of the Lot cannot be located after a diligent search or inquiry, the Declarant shall publish notice of the violation for two (2) successive weeks in a newspaper of general circulation in Dallas County, Iowa. If the Owner has not fully complied with the terms of this Declaration within thirty (30) days after receiving notice, or thirty (30) days after second publication of notice, the Declarant shall have the authority to levy an assessment penalty as described herein. This assessment shall be a lien on the Lot and shall have the same status as any other assessment levied by the Declarant. Any Lot Owner objecting to the notice of violation shall have the right within thirty (30) days of receiving notice to request a hearing before the Declarant. Assessment of the penalty shall be stayed pending a hearing and final decision by the Declarant.

### **B. Specific Enforcement Of Restrictions**

All Owners of Lot covenant and agree, by acceptance of a deed to such Lot, whether or not it shall be so expressed in such deed, that monetary damages may not provide adequate compensation for the breach of the restrictions and covenants contained in this Declaration and that this Declaration may be specifically enforced by Declarant, the City, or an adversely affected Lot Owner.

C. Attorney's Fees

In the event it shall be necessary to secure the services of an attorney to enforce the provisions of this Declaration, then the fee of such attorney, and all other costs in connection with the enforcement of this Declaration shall be the obligation of the Owner of the Lot which is the subject of such enforcement action, unless such Owner is found not to have violated any provision of this Declaration.

D. Covenants Binding and Running with The Land.

Each of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be binding upon and inure to the benefit of Declarant and the Owners of each Lot, and their successors and assigns and all parties and persons claiming under any of them, and shall be deemed covenants that run with the land, and shall continue for the applicable periods specified in this Declaration.

It is the intent that, notwithstanding anything in the Code of Iowa to the contrary, all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration shall be covenants running with the land for the full period specified in this Declaration without further action by either Declarant or any Owner of any Lot in Torstenson Subdivision. However, in the event that Section 614.24 of the Code Iowa, as the same may be amended or replaced, may require that a verified claim be filed in the Office of the Recorder for Dallas County, Iowa prior to the twenty-first anniversary of the date of this Declaration or the twenty-first anniversary of the last filing of such verified claim in order to continue all or some of the covenants of this Declaration, including, but not limited to, any covenant, term, provision or restriction that is or may be considered a use restriction, reversion or right of reverter, in effect throughout the applicable periods specified in this Declaration, then:

(1) any or all of the Owners of the Lots, acting jointly or severally, shall file all verified claims necessary to keep all of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration;

(2) a verified claim filed by Owner of a Lot in Torstenson Subdivision shall be valid and binding upon all the then Owners of Lots in Torstenson Subdivision, and their successors and assigns, with the same effect as if executed by all such persons, and in order to facilitate filing of any verified claim required to so continue all or any of the conditions, covenants, easements, indentures, restrictions and reservations contained in this Declaration throughout the applicable periods specified in this Declaration in full force and effect, each Owner of a Lot is hereby irrevocably appointed the attorney-in-fact for all of the other Interested Parties for the purpose of filing any such verified claim.

E. Duration.

Any easements granted in or pursuant to this Declaration, and any other provisions of this Declaration to the extent applicable to such easements, and any other covenants, indentures, restrictions and reservations of this Declaration that are reasonably or necessarily incidental to the benefit or burden of such easement rights, including any rights of assessment or for liens for the payment of costs associated therewith, shall continue in perpetuity, unless sooner modified or terminated as provided in this Declaration.

Except as provided in the preceding paragraphs of this Article, the covenants, conditions, restrictions and easements in this Declaration are to run with the land and shall be binding upon all parties and all persons claiming under them for an initial period of twenty-one years after the date they are recorded in the County Recorder's Office, unless sooner modified or terminated as provided in this Article.

F. Amendment of This Declaration.

This Declaration may be amended in writing by an instrument signed or approved by, and filed of record in the Office of the Dallas County, Iowa Recorder, by at least fifty-one percent (51%) of the Lot owners, if the Declarant does not own a Lot or Outlot. Notwithstanding the foregoing, the Declarant retains the sole right to amend this Declaration for any reason so long as Declarant has an ownership interest in any Lot or Outlot.

G. Severability.

In the event any provision of this Declaration is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Declaration shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Declaration is invalid, illegal or unenforceable as written or applied, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written or applied and shall be construed and enforced as so limited.

H. Captions.

The captions of the articles, sections and any paragraphs of this Declaration, or the lack thereof, are for convenience only and shall not be considered, nor referenced in resolving questions of interpretation and construction of this Declaration.

**ARTICLE XI. ANNEXATION AND REMOVAL OF LAND**

A. Additional Land

Declarant shall have the irrevocable right now, and in the future, to subject additional land to the terms of this Declaration at any time in the future without the consent or approval of any owner or other third party. The additional land shall be automatically subject to the applicable terms and conditions of this Declaration. Declarant shall signify the addition of land by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of any other third party shall be necessary.

B. Removal of Land

Declarant shall have the irrevocable right now, and in the future, to remove any portion of the property from the operation of this Declaration without the consent or approval of any owner or other third party. Declarant shall signify this removal by filing an amendment to this Declaration with the Recorder of Dallas County, Iowa. No approval of any other third party shall be necessary.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the date first hereinabove written.

-SIGNATURE PAGE TO FOLLOW-

-SIGNATURE PAGE-

TED AND TAMMY TORSTENSON FAMILY TRUST  
UNDER TRUST AGREEMENT DATED AUGUST 11, 2016

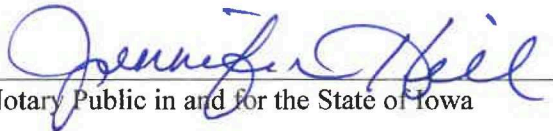
By:   
Ted Torstenson, Co-Trustee

By:   
Tamara J. Torstenson, Co-Trustee

STATE OF IOWA, COUNTY OF Dallas :

This record was acknowledged before me on this 5<sup>th</sup> day of June, 2025, by Ted Torstenson, Co-Trustee of the Ted and Tammy Torstenson Family Trust Under Trust Agreement Dated August 11, 2016.



  
Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF Dallas :

This record was acknowledged before me on this 5<sup>th</sup> day of June, 2025, by Tamara J. Torstenson, Co-Trustee of the Ted and Tammy Torstenson Family Trust Under Trust Agreement Dated August 11, 2016.



  
Notary Public in and for the State of Iowa