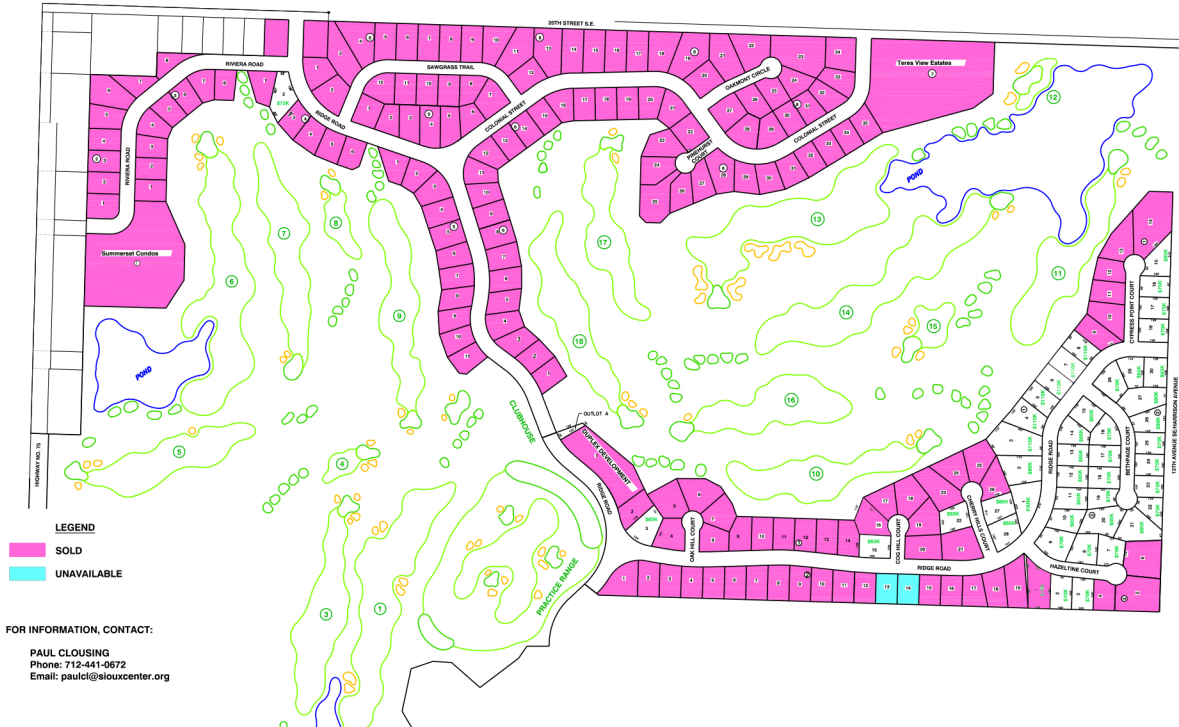


# SOUTH RIDGE ESTATES

## SIoux CENTER, IOWA

### LOT PRICES



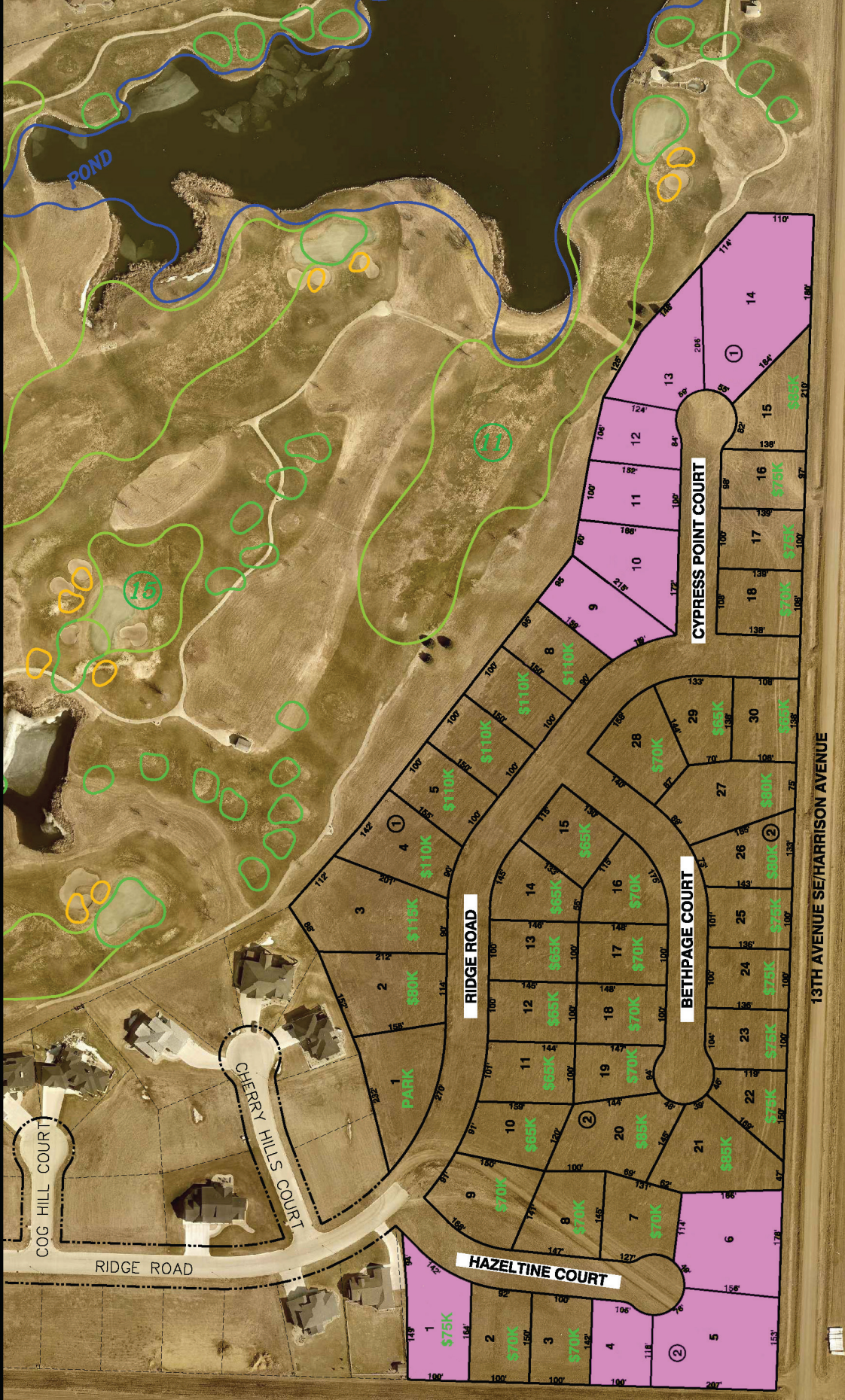
#### LEGEND

- SOLD
- UNAVAILABLE

FOR INFORMATION, CONTACT:

PAUL CLOUSING  
 Phone: 712-441-0672  
 Email: paulc@siouxcenter.org





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Phone: 712-441-0672  
Email: paulc@sloucenter.org

LEGEND  
SOLD  
UNAVAILABLE

# South Ridge Estates - Third Addition



October 24, 2007

Sioux Center Land Development  
South Ridge Estates  
Home Owner's Association/Design Review Committee

ATTN: Lot Purchasers, Builders, Golf Course Committee and other Interested Parties

RE: Home Owner's Covenants and Design Guidelines:

Enclosed are the approved and completed South Ridge Estates Covenants as filed in the Courthouse. We have also included a copy of the Design Guidelines referenced in the Covenants for your use.

As discussed in our meetings to date, it is everyone's desire to develop a quality subdivision that is unique to Sioux Center and the surrounding area. Early property owners and other interested parties expressed a desire to establish a set of criteria for homes in the subdivision that would foster investment in homes and provide a sound foundation for the continuing protection and growth of those home's property value over time. These documents and the processes within them were designed to fulfill this request.

Although it took more pages than we hoped to portray these guidelines, you will find the concepts are not complex and founded on the principles above.

The last several pages of the Design Guidelines provide the paperwork to submit plans for your home when the time arrives. Please allow a minimum of 2-4 weeks in your timeline to do the plan review (more if you or your builder/designer have a unique concept). The Committee welcomes your participation in the review and is committed to working with everyone to achieve the objectives set out above to make this a smooth and productive process. We would be happy to answer any questions along the way to help you as well.

Thanks for investing in Sioux Center!

Sincerely,

South Ridge Estates  
Design Review Committee

Dave Crumrine  
Harold Schiebout  
Doug Vreugdenhil  
Gregg Boone  
Dave Cleveringa

2522  
2522

RECORDED  
SIOUX COUNTY IOWA

2007 MAY 18 AM 10:51

FILE 2007 CARD 2522

Anita K. Van Bruggen  
A. VAN BRUGGEN RECORDER

Prepared by: Brian K. Van Engen, 32 Sixth Street, NW, Sioux Center, IA 51250; Telephone: (712) 722-2424

### South Ridge Estates Declaration of Covenants, Conditions and Restrictions

This Declaration of Covenants, Conditions and Restrictions (hereinafter the "Declaration") is made this 11<sup>th</sup> of May, 2007 by Sioux Center Land Development, Inc., an Iowa corporation, of Sioux County, Iowa, hereinafter referred to as "Declarant," fee owner of that certain real estate, all of which real estate shall hereinafter be referred to as the "Property," legally described as follows:

South Ridge Estates, except for Blocks 10, 11, 14 and 15 thereof, in the Incorporated City of Sioux Center, Iowa, according to the recorded plat thereof.

Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of real property within the Property. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use, occupation and enjoyment of such Property as is now or hereafter subjected to this Declaration. This Declaration does not and is not intended to create a condominium within the meaning of the Iowa Horizontal Property Regime (Condominium) Iowa Code Chapter 499B.

It is anticipated that a golf course will be constructed and operated within the South Ridge Estates subdivision on Blocks 10 and 11, although the Declarant makes no warranties and shall not be held responsible for either the development or ongoing operation of the golf course. As such, the aesthetic views provided to the parcels within the subdivision are an asset to all of the lots individually, and to the subdivision as a whole. The intention of this Declaration and the governing bodies and associations established by it is to preserve the aesthetics of the golf course area and surrounding properties through regulations and expenditures. The proximity of the lots to the golf course also enhances the property values in the subdivision and is an amenity, and therefore it is the intention of these covenants to provide a mechanism by which to financially subsidize the golf course operation, to maintain that amenity.

**NOW, THEREFORE,** Declarant does hereby impose and charge the Property with the covenants, agreements, easements, restrictions, conditions, and charges hereinafter set forth, hereby specifying that all of said Declarations shall constitute covenants to run with the land and



shall be binding on all parties having any right, title, or interest in the Property or any portion of the Property, their heirs, successors, assigns, and all persons claiming under them, said Declarations being intended to inure to the benefit of each owner of the Property or any portion thereof and, further, said restrictions and covenants being designed to keep said Property uniform and to insure the highest and best residential use of said Property.

## ARTICLE I DEFINITIONS

1. **Definitions.** The following words when used in this Declaration shall have the meanings set forth below:

a. **"Assessment"** shall mean an annual or a special assessment assessed against any Parcel pursuant to the provisions of Article IV of this Declaration.

b. **"Association"** shall mean South Ridge Homeowners' Association, an Iowa non-profit corporation, as well as its successors and assigns.

c. **"Board"** shall mean the Board of Directors of the Association.

d. **"By-Laws"** shall refer to the By-Laws of the Association, as they may be amended from time to time.

e. **"Common Areas"** shall mean those areas of real estate conveyed to the Association by Declarant. **"Common Areas"** shall also mean any other real estate purchased by the Association, in the future, for purposes of benefitting the Owners of Parcels within the Property. **"Common Areas"** may include the common areas designated or shown upon a plat of future subdivisions of adjacent real estate.

f. **"Condominium Units"** shall mean condominium units as described in Iowa Code Chapter 499B and shall be subject to the provisions of that chapter. Condominium Units may be approved for construction on the Property subject to the terms of this Agreement, but shall be separately and individually determined for any parcels which subsequently may be developed as condominiums. Each condominium unit shall be considered a separate Parcel for purposes of these covenants.

g. **"Design Guidelines"** shall mean the South Ridge Estates Architectural Review Committee Design Guidelines, established by the Declarant.

h. **"Design Review Committee"** shall mean the Design Review Committee as described in Article V.

i. **"Member"** shall mean an Owner in his or her capacity as a member of the Association as provided in Article II.



j. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Parcel except that, where a Parcel is being sold on a contract for deed and the contract vendee is in possession, then the vendee and not the vendor shall be deemed to be the "Owner." Under no circumstances shall Owner refer to any mortgagee unless and until the mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure.

k. "Parcel" shall mean any plot of land shown upon the originally recorded subdivision plat or plat of survey of the South Ridge Estates subdivision, with the exception of Common Areas, and with the exception of Blocks 14 and 15 of South Ridge Estates. The term "Parcel" shall also refer to plots or lots shown on future plats of blocks of South Ridge Estates Subdivision which are not currently subdivided. Each separate residential unit or each structure with a separate U. S. Postal Service address shall be considered a "Parcel" for purposes of these covenants.

l. "Townhouse" shall mean a structure comprised of two to four Townhouse Units commonly referred to as duplex, triplex, or fourplex.

m. "Townhouse Unit" shall mean each individual dwelling of a Townhouse, including the plot of land upon which it is located. Each Townhouse Unit shall be considered a separate Parcel.

## ARTICLE II THE ASSOCIATION

1. **Governance of Association.** Except as otherwise controlled below, the operation of the Association shall be governed by the Articles and By-Laws of said Association. However, for a period of 20 years from the date of this Declaration, the Declarant shall retain the right to appoint the members of the Board of the Association, who shall serve at the discretion of the Declarant, unless this right is relinquished earlier by the Declarant. The Declarant shall not relinquish this right in less than seven (7) years of this agreement. Thereafter, the Association shall elect all members of the Board, who shall serve at the discretion of the Association.

2. **Membership.** Every Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Parcel.

3. **Association Responsible for Maintenance and Repair.**

a. **Common Areas.** The Association shall be responsible for the maintenance and repair of all Common Areas located within the Property, which Declarant may dedicate to the Association or which the Association may otherwise acquire. The Association shall also have the duty to fix, levy, collect, and enforce payment of all charges and assessments therefor.

4. **Voting.** Members shall be entitled to one vote for each Parcel subject to assessment. When more than one person holds an interest in any such Parcel, all such persons shall constitute one Member and one vote. The vote for each such Parcel shall be exercised as



the persons holding an interest in that Parcel among themselves determine, but in no event shall more than one vote per parcel be cast. Unless otherwise provided herein or in the By-Laws of the Association, the vote of a majority of a quorum of the Members of the Association, whether taken at a formal meeting or by writing in lieu thereof, shall be sufficient for the transaction of the Association's business. A simple majority of all Members shall constitute a quorum.

5. **Meetings.** Subject to the By-Laws of the Association, the Members of the Association shall meet at least annually, upon ten (10) days, written notice to the Members. The Members of the Association shall elect such directors, officers, and committees as permitted by the By-Laws of the Association. Nothing herein shall prevent the waiver of notice of meetings by attendance at such meetings of the informal consent of Members to actions taken. The By-Laws of the Association shall provide for the use of proxies.

### ARTICLE III COMMON AREAS

1. **Property Rights in the Common Areas.** Every Owner shall have a right and a nonexclusive easement of use, access, and enjoyment in and to the Common Areas, which shall appurtenant to and shall pass with the title to his or her Parcel, subject to:

a. This Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association;

b. The right of the Association to limit the number of guests, and to adopt rules regulating the use and enjoyment of the Common Areas;

c. The right of the Board to suspend the right of an Owner to use any facilities within the Common Areas: (i) for any period during which any charge against such Owner's Parcel remains delinquent, and (ii) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of this Declaration of the By-Laws, or rules of the Associations;

d. The right of the Association, acting through the board, to dedicate or transfer all of any part of the Common Areas.

2. **Delegation of Use.** Any Owner may delegate, subject to the provisions hereof, his or her right of enjoyment to the Common Areas and any Association facilities to his or her tenants or contract purchasers who occupy the Owner's Parcel.

### ARTICLE IV COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS

1. **Creation of the Lien and Personal Obligation for Assessments.** The Owners, for each Parcel owned by them within the Property, hereby covenants, and each subsequent Owner of any Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or



charges, and (ii) special assessments for capital improvements or capital equipment to be owned by the Association, such assessments to be established and collected as hereinafter provided. The annual and special assessments due with respect to each Parcel, together with interest, costs and reasonable attorneys' fees, shall be a charge on a continuing lien against such Parcel. Annual assessments shall become a lien upon each Parcel as of the first day of each calendar year in which such assessment is due and payable. Special assessments shall become a lien on the earliest date any part of the same is due and payable. Annual assessments and special assessments shall be due and payable as determined by the Board. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

2. **Purpose of Assessments.** The annual assessment levied by the Association shall be used first to pay the reasonable, actual expenses of the Association, its Board, and the Design Review Committee, and the rest shall be used to subsidize the operation of the golf course located within the South Ridge Estates subdivision to maintain the amenity provided by the aesthetics of the golf course. The collected assessments shall be paid by the Association to the operator of the golf course within 60 days of receipt by the Association.

3. **Special Assessments for Common Areas.** If common areas are held by the Association, then in addition to the annual assessments authorized above, the Association may levy, in any calendar year, a special assessment applicable to the year only for the purpose of defraying, in whole or in part, the cost of (i) any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto or (ii) the expenses or costs associated with the maintenance or operation of any Common Areas, or (iii) capital equipment to be owned by the Association, provided that any such assessment shall have the assent of a simple majority of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

4. **Notice and Quorum for Any Action Authorized Under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all Members not less than (10) days nor more than fifty (50) days in advance of the meeting. At the scheduled meeting, the presence of Members or of proxies entitled to cast a majority of the outstanding votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting to a future time with a minimum three (3) day notice to all Members. At such adjourned meeting held at the appointed future time, the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting.

5. **Rate of Assessment.** Except as provided herein, both annual and special assessments shall be fixed at a uniform rate per Parcel and no assessment may be made on a front foot or other basis. The annual assessment due in January of 2008 shall be at a rate of \$400 per Parcel for Parcels adjoining, abutting, or adjacent to the golf course, and \$200 per Parcel for Parcels which do not adjoin, abut, or lie adjacent to the golf course. A Parcel shall be deemed adjacent to the golf course if any portion of the platted lot on which it is located is adjacent to the golf course.



The rate of assessments shall remain the same for the first five years. Thereafter, the rate of assessment shall be adjusted on an annual basis in proportion to the increase in the Consumer Price Index, United States average for Urban Wage Earners and Clerical Workers as of the date the rate is established.

6. **Date of Commencement of Annual Assessments; Due Dates.** The Board shall determine the amount of the annual assessment provided for herein against each Parcel subject to assessment at least thirty (30) days in advance of each annual assessment period. Parcels shall become subject to annual assessments upon sale by the Declarant, with the first assessment becoming due the January immediately following the year in which such sale occurs. Declarant shall not be required to pay any portion of the annual or special assessments assessed against any Parcel owned by Declarant. Annual assessments shall become payable on January 15 of each year and shall be due by January 30. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by and officer of the Association setting forth whether the assessment on specified Parcel have been paid.

7. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property in the same manner as a real estate mortgage may be foreclosed. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of his or her Parcel.

8. **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Parcel shall not affect the assessment lien. However, the foreclosure of any such first mortgage shall extinguish the lien of such assessment as to payments which become payable prior to the completion of such foreclosure or which become payable during any period of redemption and, if the assessments for which liens were extinguished cannot be collected in an action against the person personally obligated to pay them, the Association shall bear such assessments as a common cost. No sale or transfer shall relieve such Parcel from liability of any assessments thereafter becoming due or from the lien thereof.

## ARTICLE V DESIGN REVIEW COMMITTEE

1. **Design Review Committee.** The Design Review Committee (DRC) shall consist of at least three (3) persons, but not more than five (5) persons, at least one of whom shall be a director on the Board. The DRC shall have exclusive jurisdiction over all construction on all or any portion of the Parcels within the Property. The DRC shall have the right to inspect such construction with regard to compliance with the Design Guidelines and the provisions of this Declaration. The Declarant retains the right to appoint all members of the DRC, who shall serve at the discretion of the Declarant, for twenty (20) years from the date of this Declaration unless



this right is required earlier by the Declarant. The Declarant shall not relinquish this right in less than seven (7) years of this agreement. Thereafter, the Board shall have the right to appoint all members of the DRC who shall serve at the discretion of the Board.

2. **Approval of Plans.** No house, condominium, Townhouse, other buildings, fence, wall, or other structure shall be commenced, erected, or maintained upon any Parcel within the Property, nor shall any addition thereto or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, and location shall have been submitted in writing to, and approved in writing by, the Design Review Committee. The DRC will evaluate each of the custom plans submitted by a builder or Owner, for adherence to the design criteria and performance and quality standards set forth in the Design Guidelines and this Declaration and compatibility of the design with the adjoining sites and Common Areas. The DRC may also evaluate designs based upon criteria that it deems important to the quality image of the Property. The DRC will interpret the standards at the request of the builders. If conflicts arise in meeting these standards, the DRC will review and evaluate the conditions. The DRC has the right to grant variances from the Design Guidelines in accordance with this Declaration. The DRC shall have the right to monitor and overview the design and construction process in order to assure conformance with the approved documents and the standards set forth in the Design Guidelines and in this Declaration. The DRC shall meet with due diligence or as promptly as possible and shall respond within fifteen (15) days from the date such plans and specifications are submitted. The DRC will not unreasonably withhold its approval but shall base its decision upon the Design Guidelines, together with all other provisions of this Article and this Declaration. If a decision is not rendered within said fifteen (15) day period, then the DRC shall be deemed to have denied approval. Unapproved or incomplete submissions shall be revised and resubmitted for review and approval. Approval will be in writing and shall in no way relieve the builder of his responsibility and liability for adherence to any applicable ordinances and codes. If the DRC denies approval of any plans under these covenants, the Owner may appeal such a decision to the full Homeowner's Association, upon notice of appeal, a meeting of the Homeowner's Association shall be called as soon as possible, but with no less than fourteen (14) days written notice. The Homeowner's Association shall vote by written ballot, and the decision of a simple majority shall then constitute a binding, final decision.

## ARTICLE VI RESIDENTIAL AREAS COVENANTS

1. **Land Use and Building Type.** No Parcel shall be used except for residential purposes. Only above-ground dwellings shall be permitted, but such dwellings shall not exceed two and one-half stories in height. This covenant is intended to prohibit the building of earth shelter houses and dwellings, houses surrounded by berms and underground houses. No mobile homes or relocated homes will be permitted on any parcel. Modular or Manufactured homes must be approved by the Design Review Committee and have equivalent architectural features and character to be indistinguishable from the custom homes in the area. Not more than one residential structure to accommodate one immediate family shall ever be erected on one platted parcel, except however, those parcels which may be designated by the Board of the Association



for use for condominiums, Townhouses, or apartments comprised of two (2) to four (4) units. Additionally, gazebos and other outbuildings may be erected with the prior written approval of the Design Review Committee as to location, type of construction, exterior walls and materials. All such residential dwellings shall be subject to the restrictions set forth in this Article VI.

No structure of a temporary character, carport, trailer, basement, tent, outbuilding or shack shall be erected upon or used on any Parcel at any time for a residence, either temporarily or permanently. Any owner may erect a swing set, playground equipment, pool house or other non prohibited structure on a Parcel only after securing the prior written approval of the Design Review Committee. No structure or dwelling shall be moved from outside the subdivision without the written approval of the Design Review Committee.

2. **Code Compliance.** All building construction must comply with the restrictions and requirements as provided for by the ordinances and amendments thereto of the City of Sioux Center, Iowa.

3. **Construction Site Envelope; Building Locations.** Buildings, outbuildings or dwelling units shall be located within the building site envelope provided below and approved with the Planned Unit Development Agreement:

Side Setback: Eight (8) feet

Front Setback: Thirty-five (35) feet

Rear Setback: Twenty five (25) feet.

Basement egress wells will not extend more than four feet from the dwelling. However, gazebos or other recreational facilities may be located outside the building site envelope so long as they do not block the view of adjacent property owners, are an integral part of the landscaping plan and are approved in writing by the DRC.

4. **Removal of Soil and Grade Level.** No soil shall be removed from the Property resulting from any excavation without first obtaining the written approval of the DRC. There shall be no material change in grade levels as they now exist without the written approval of the DRC.

5. **Replatting and Subdividing Not Permitted Except by Board.** No one parcel or multiple adjacent Parcel shall be subdivided or replatted pursuant to Iowa Code Chapter 354 without the prior written consent of the Board at the Board's sole discretion. No one, except the Board, shall at any time in any other manner change the plat of the Property, or dedicate any of the Property for a public thoroughfare, or permit any part of the Property to be used as a public thoroughfare. Notwithstanding any provisions contained herein to the contrary, the Board may: (i) further divided the Parcels by subdivision or plat of survey and (ii) combine platted Parcels or portions thereof with other platted Parcels, which combination may be treated as one Parcel by the Design Review Committee.

No Parcel shall be made subject to any type of time-sharing, fraction-sharing, or similar program whereby the right to exclusive use of the Parcel or dwelling unit rotates among members of the program on a fixed or floating time schedule over a period of years.



6. **Livestock and Poultry.** No animals, livestock (including pot-bellied pigs), or poultry of any kind shall be raised, bred, or kept on any Parcel within the Property, except dogs, cats, or other usual and common household pets, provided that they are not kept for any reason other than as household pets. However, those pets which are permitted to roam free on the Property other than the pet owner's Parcel shall be removed upon request of the Board. Also, those pets which endanger the health or cause inconvenience to the Owner of any Parcel within the Property shall be removed upon request of the Board. Dogs shall at all times, whenever they are outside be confined on a leash held by a responsible person unless the dogs are on the Owner's Parcel, which has an electric underground fence installed. No horses shall be kept or stabled on any of such Parcels. No structures shall be erected for the keeping of animals, except for one dog house, which may only be in the rear of the residence. The design and location of any dog house is subject to the approval of the Design Review Committee.

7. **Nuisances.** No noxious, offensive, or illegal trade activity, as defined by laws or as defined by the Association, nor any trade or commercial activity of any kind, shall be carried on upon any Parcel within the Property nor shall anything be done which may be or become an annoyance or nuisance, as defined by law, to the neighborhood or individuals residing or owning Parcels therein. Notwithstanding the foregoing, an Owner or occupant residing therein may conduct business activities within the Parcel so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Parcel; (b) the business activity conforms to all zoning laws, ordinances and requirements for the Property; (c) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. No portion of any Parcel shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of a Parcel that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding Parcels.

8. **Vehicle Parking.** No vehicles shall be temporarily or permanently parked within the Property without being garaged unless such parking is by bona fide temporary guests (14 days or less) of the Owner or unless approved by the Design Review Committee for not more than fourteen (14) days for loading or unloading of an Owner's recreational vehicle. Vehicles which are in daily use may also be parked in driveways or drive "wings" in accordance with the City's zoning ordinances. No garbage or large commercial trucks may be permanently parked or housed within the Property except within garages. No recreational vehicles, trailers, campers, camper trailers, boats and other watercraft, and boat trailers shall be allowed upon any Parcel unless such recreational vehicle is parked within the garage serving said Parcel. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted upon the Parcels except within enclosed garages. Any vehicle or item parked in violation of this Section 8 or in violation of parking rules promulgated by the



Association may be towed and stored by said Association, all at the expense of the subject owner.

9. **Garbage.** Containers and Refuse Disposal. No Parcel shall be used or maintained as a dumping ground for rubbish or storage area for any commercial equipment not contained within a dwelling. Trash, garbage or other waste shall be kept in sanitary containers, which containers shall be kept out of the front yard except on collection day. Storage of such containers while in use shall be within garages or within properly screened areas.

10. **Signs.** The use of Real Estate sale signs is limited to current practices allowed within the city, and must comply with City ordinances. Declarant and Declarant's agents shall be allowed to erect and display such signs as shall be necessary to indicate to the public Parcels within the Property are available for purchase.

11. **Vacant Parcels.** The persons owning vacant Parcels must maintain the Parcels by seeding, re-seeding and growing grass and regularly mowing and spraying for weeds as is necessary. Upon failure to do this, and after fourteen (14) days notice is given, the Association may perform such maintenance as necessary and bill the Parcel Owner for the expense incurred and file a lien against said Parcel. During the early phase of development of the subdivision, the Board may allow alfalfa to be grown on the property. Once the Board declares this phase over, the property owners shall seed in grass and maintain in the above fashion.

12. **Design Standards.** The design of all buildings, structures, and landscaping shall comply with the Design Review Committee Guidelines as interpreted by the Design Review Committee in accordance with these restrictions and covenants, and must be approved by the Design Review Committee. Information which must be submitted for review includes, but is not limited to, elevations, floor plans, site plans, exterior colors, and samples of the primary architectural materials to be used.

13. **Landscaping.** The yard associated with each Parcel shall be completely landscaped and seeded or sodded within one (1) year of the date upon which the residence thereon is completed. The Owner shall be responsible to establish and maintain a silt fence or other EPA approved storm water erosion control barrier between their lawn and the course to assure proper course grow in without contamination or erosion. The barrier may be removed when the residence lawn is established. Such a barrier must also be maintained during any period of excavation.

a. **Water Features.** All water features such as ponds or fountains shall be subject to review and approval by the Design Review Committee. (See Section 18 for provisions for pools, spas, and similar apparatus).

b. **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permitted on the exterior of any Parcel. Exterior sculpture statues, and similar items shall not be allowed upon any Parcel unless written approval therefor has been first obtained from the Design Review Committee. Produce or vegetable gardens may be maintained only in rear yards.



c. **Exterior Lighting.** Exterior lighting shall be reviewed and approved in writing by the Design Review Committee. All proposed exterior lighting shall be detailed on the final plans. No glare or hot spots will be allowed to be seen from adjacent properties or the golf course. Flood lights shall be shielded fixtures. Exposed lamps are not acceptable. Any exterior house lighting, for security, landscaping, or aesthetic purposes, shall be carefully oriented to avoid directing unwanted light toward adjacent property and the roads or streets.

d. **Retaining Walls.** Retaining walls are acceptable where proposed grades must be in excess of 3:1. Where retaining walls are used, they shall be a maximum of four (4) feet in height, shall be terraced and stepped if in excess of four (4) feet in height, and shall be of a material compatible with the building architecture. Retaining walls in excess of four (4) feet in height may be approved without terracing and stepping if and only if the Design Review Committee consents in writing and the Owner meets all conditions placed thereon by the DRC. No railroad ties are allowed, but landscape ties are acceptable.

e. **Fences and Accessory Structures.** In order to keep views of the golf course open for adjacent lots, no privacy fences shall be permitted to be installed along lot lines or easement lines in rear yards of lots adjacent to the golf course. Fences for pools, patio screening, or pet enclosures shall be allowed within the setback limitations as provided in section VI.3. Fences are permitted on "off-course" lots. All fences are subject to approval by the Design Review Committee.

14. **Private Water Source System Not Allowed.** No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated within the Property. Private wells, whether for potable use or irrigation or any other use, are prohibited on the Parcels within the Property, without the prior written approval of Declarant, at Declarant's sole discretion.

15. **Antennas.** Provided written approval from the Design Review Committee is first obtained, satellite dishes not exceeding 37.37 inches in diameter may be placed upon any Parcel within the Property, for purposes of receiving television signals. Any such satellite dish shall be shielded and hidden to reduce visibility from any road, street or adjacent property. No exterior antennas or aerials shall be permitted except as may be approved by the DRC.

16. **Air Conditioning Units.** No window air conditioning units may be installed in any dwelling upon the Property. All air conditioning units shall be shielded and hidden so they will not be visible from any road, street or adjacent property.

17. **Energy Conservation Equipment.** Unless written approval from the Design Review Committee is first obtained, no solar energy collector panes or attendant hardware or other energy conservation equipment shall be constructed or installed on any structure within the Property. Such equipment must be an integral and harmonious part of the architectural design of a structure as determined by the Design Review Committee.



18. **Pools.** In-ground pools with fencing and screening must be reviewed and approved in writing by the Design Review Committee, prior to installation. Jacuzzis, hot tubs, spas, or any similar apparatus, including the fencing and screening, must be reviewed and approved in writing by the Design Review Committee, prior to installation. Equipment for pools, spas, and the like shall be completely screened from adjoining properties. No above-ground swimming pools shall be erected, constructed, or installed upon any Parcel. No swimming pool may extend more than one foot above ground level.

19. **Utilities.** All utilities shall be underground.

20. **Combining Parcels.** Except as provided herein, only one (1) single dwelling unit will be approved for construction on each platted Parcel. If contiguous platted Parcels are owned by the same Owner, the Design Review Committee may consider approving plans for construction of a single dwelling which straddles the boundary between such Parcels. Notwithstanding the foregoing, Townhouses shall be permitted on each platted Parcel which has been designated for such use by the Board, subject to compliance with City zoning or rezoning or the City's special use exception process. In addition, with regard to Blocks 2, 8, and 9 of the Property, which are off-course lots, the Board may designate additional lots which may be used for townhouses. The Board may also designate lots in Blocks 12 and 13 for use for townhouses when development of those Blocks occurs. Any planned development which would straddle an existing lot line is subject to receiving approval from the City to vacate the utility easement along the lot lines. The Board may also consider plans for construction of condominiums straddling more than one Parcel, which may be located in the same manner as provided for townhouses above.

21. **Flagpoles.** Flagpoles, if any, shall be residential in size and shall be reviewed and approved in writing by the Design Review Committee.

22. **Recreational Vehicles.** No recreational vehicles except golf carts shall be operated in the Common Areas or roads, or streets or public rights-of-way. Easements across the Common Areas may be established by the Declarant for golf cart traffic.

23. **Fill Addendum.** There may be filed with the plat of South Ridge Estates Subdivision, First Addition an addendum showing the general location of the areas of original fill which are five (5) feet or more in depth. The absence of such an addendum shall not for any purpose be interpreted or construed that there is no filled ground. The Declarant makes no warranty or representation whatsoever for any purpose as to the existence of filled ground. It shall be the sole and exclusive responsibility of Owners to perform all appropriate soil tests and sampling as to soil conditions before construction of any improvements. No Owner shall at any time deposit dirt or other materials on any other Parcel before, during, or after construction of improvements on any Parcel.



24. **Golf Course Setback.** The Declarant wishes to implement a natural buffer zone over and across those Parcels adjacent to the golf course which may be built. Therefore, a setback line of a minimum of fifteen (15) feet from the golf course property line shall be established by the Declarant ("Golf Buffer Zone"). This Golf Buffer Zone is the area between the Parcel lines bordering the said golf course and this setback line. Notwithstanding any provisions contained in this Declaration, no buildings, garages, outbuildings or other structures shall be constructed, allowed or located within the entire Golf Buffer Zone and no man-made features and/or landscaping (such as fences, walls, hedges, plantings, shade trees, swings, gardens, gazebos) shall be constructed, allowed or located within the Golf Buffer Zone. The property owner will maintain his property (including the Golf Buffer Zone) to the line in all respects (mowing, watering, weed control, etc).

The Golf Course Operator shall have the right, but not an obligation, to enter the Golf Buffer Zone to seed, spray, groom, or engage in any maintenance or upkeep deemed necessary by the Golf Course Operator for the preservation, enhancement, or improvement of the golf course.

25. **Golf Course Easements.** If a golf course is built adjacent to the Parcels, then every Parcel is burdened with an easement permitting golf balls unintentionally to come upon such Parcel and for golfers at reasonable times and in a reasonable manner to come upon the Parcel or exterior portions of a building to retrieve errant golf balls; provided, however, if the golfer has some barrier to entry, such as a structure or dense shrubbery, the golfer shall seek the Owner's permission before entry. The existence of the easement shall not relieve golfers of liability for damage caused by errant, golf balls. Under no circumstances shall any of the following persons be held liable for any damage or injury resulting, from errant golf balls or the exercise of this easement: the Declarant, the Association and its successors in title or its officers and Members (in their capacity as such). The Parcels immediately adjacent to the golf course are hereby burdened with a non-exclusive, easement in favor of the golf course for overspray of water from any irrigation system serving the golf course. Under no circumstances shall the Declarant or the owners of the golf course be held liable for any damage or injury resulting from such overspray or exercise of this easement. Some Parcels are subject to a golf cart easement as shown on the plat of South Ridge Estates Subdivision to the City of Sioux Center, Sioux County, Iowa.

26. **Assumption of Golf Course Risks.** By acceptance of a deed to a Parcel, each Owner acknowledges that owning property in South Ridge Estates is subject to each of the following risks and that the owner assumes each of these risks: (i) the risk of damage to property or injury to persons or animals from golf balls hit on or over an owner's Parcel or other portions of the Development; (ii) the entry by golfers onto Owner's Parcel or other portions of the Development to retrieve golf balls; (iii) overspray in connection with the watering or fertilizing of the roughs, fairways and greens on the Golf Course; (iv) noise from Golf Course maintenance and operation equipment (including, without limitation, compressors, blowers, mulchers, tractors, utility vehicles and pumps, all of which may be operated at all times of the day and night and/or continuously); (v) the use of fertilizers, pesticides and other chemicals on the Golf Course; (vi) odors arising from irrigation and fertilization of the turf situated on the Golf Course; and (vii) disturbance and loss of privacy resulting from golf course maintenance, golf cart traffic



and golfers. Additionally, each Owner acknowledges and understands that pesticides and chemicals may be applied to the Golf Course throughout the year and that reclaimed water, treated waste water or other sources of non-potable water may be used for irrigation of the Golf Course.

Each Owner expressly assumes such detriments and risks and agrees that neither Declarant, any Residential Developer, the Golf Course owner, or any director, officer, manager, employee or agent thereof, nor any of their successors or assigns shall be liable to the Owner or occupant of any Parcel, or any family member, guest, employee or agent, or anyone else claiming any loss or damage, including without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Parcel or residence to the Golf Course. Each Owner shall indemnify and hold harmless Declarant, the Residential Developers, and the Golf Course owner, and their successors and assigns against any and all such claims by Owner's family members, invitee or agents. The Owner's foregoing indemnity obligations shall not exceed the amount of liability insurance maintained by the Owner at the time the event occurred that gave rise to the Owner's indemnity obligations.

27. **Golf Course Construction.** All persons, including all Owners of Parcels, are hereby advised that no representations or warranties have been made or are made by the Declarant or any other person with regard to the construction, ownership, operation, and/or short-term or long-term existence of a golf course which may be located adjacent to the Property, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without amendment to this Declaration executed or joined in by the then owner of any adjacent golf course. No consent of the Association or of an Owner shall be required to effectuate a transfer or conversion of any adjacent golf course.

28. **Appearance of Golf Course.** Each Owner acknowledges, understands and agrees that no Owner shall have the right to compel the Golf Course Owner to maintain the Golf Course or any improvements thereon to any particular standard of care and that the appearance of the Golf Course and improvements shall be determined in the sole discretion of the Golf Course Owner.

29. **Pipeline, Electric Utility Line, and Communications Cable Easements.** The property is subject to pipeline, electric utility, and communications cable easements shown of record and on the plat. No man-made features and/or landscaping (such as fences, walls, swings, gardens, gazebos) shall be constructed, allowed or located on the property subject to the pipeline, utility, and communications cable easements, or such property otherwise disturbed by owner, without obtaining the written approval and consent of the owner of the respective easement and the Board.



## ARTICLE VII EASEMENTS

1. **Reservation of Easements.** Easements and rights of way for utility, sewage, and drainage purposes and related functions are hereby expressly reserved to Declarant and the Association, their successors and assigns, over, across, and under the Common Areas, roads, streets, walkways, and private drives which may be shown on the plat of the Property, and over, across, and under each Parcel as may be reserved and shown on the plat of the Property, and over, across, and under such areas as may be more particularly shown on said plat, for the location of electric and communication cables, storm drainage, sanitary sewers, pipelines for supplying gas, water, or heat, including mains, service pipes and equipment and drainage purposes, facilities for general utility functions, and all equipment necessary thereto. Declarant and the Association may grant necessary easements to any utilities or other persons to accomplish these purposes.

## ARTICLE VIII GENERAL PROVISIONS

1. **Term.** These covenants shall run with the land and be binding on all parties and all persons claiming by, through or under them. Expiration and extension of these covenants shall be governed by Iowa Code Sections 614.24-614.28, as amended.

2. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons instituted by Declarant or any Parcel Owner against any person or persons violating or attempting to violate any covenant, either to enjoin or restrain the violation, or to recover damages, or both.

3. **Liquidated Damages.** The damages for violation of any of the restrictions and covenants set forth in this instrument, being difficult to ascertain, shall be the liquidated damages as set forth in this paragraph as expressly agreed to by all purchasers of Parcels. Such damages for the violation of any restriction or covenant contained in this instrument are hereby expressly set at Five Hundred Dollars (\$500.00) per violation, which sum shall be paid by the violator to the Association. Said liquidated damages shall not be the sole remedy of the remaining Owners, but shall be cumulative with, and the remaining Owners shall retain, all other remedies, at law or in equity, and as set forth above, for purposes of enforcement of this Declaration.

4. **Future Development.** Declarant reserves the right, but not the obligation, to subject additional property to this Declaration. Owners, or their heirs, successors or assigns, are notified that Blocks 14 and 15 of South Ridge Estates Subdivision to the City of Sioux Center, Sioux County, Iowa, which are not subject to this Declaration, may be zoned for multiple dwelling use and/or for other commercial uses and may be developed in that manner; said Owners or their heirs, successors or assigns acknowledge that such end use of the above-mentioned adjacent land is not and will not become injurious to their rights as area property owners when such adjacent areas are so developed; in the event that the Owners or their heirs, successors or assigns take any action which will impair or impede the orderly development of said projects on said adjacent property then, and in that event, they shall be liable to the Owners



of said areas for all damages caused thereby, including court costs and reasonable attorney fees for any necessary legal representation required to protect the rights of said owners and developers of said adjacent land.

5. **Notices.** Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when hand-delivered or mailed postage paid to the last known address of the person who appears as such Owner on the records of the Association at the time of such mailing.

6. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

7. **Amendments.** Notwithstanding anything herein to the contrary, the Declarant shall have the sole right, in its sole discretion, to amend this Declaration so long as the Declarant owns one or more Parcels. If Declarant no longer owns one or more Parcels, this Declaration may be amended by written consent of at least two-thirds (2/3 rds) of the Parcel Owners which consent shall be filed of record. Consent of third parties such as mortgagees, tenants, or lienholders to such amendments shall not be required. The recorded affidavit of an abstracter stating the names of the Parcel Owners shall conclusively establish as to all persons and for all purposes the identity of Parcel Owners executing such written consent.



Number: 2025-01822  
BK: 2025 PG: 1822  
Recorded: 4/22/2025 at 9:38:10.0 AM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$15.00  
Revenue Tax:  
Jessica Kooiker RECORDER  
Sioux County, Iowa

Prepared by: Brian K. Van Engen, 32 Sixth Street NW, Sioux Center, IA 51250; Telephone: (712) 722-2424

**FIRST AMENDMENT TO SOUTH RIDGE ESTATES  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment is made pursuant to Article VIII.7 of the original South Ridge Estates Declaration of Covenants, Conditions and Restrictions. That provision provides that, so long as Sioux Center Land Development, Inc., as Declarant, owns one or more parcels, that the Declarant "shall have the sole right, in its sole discretion, to amend this Declaration."

The Declarant hereby amends the South Ridge Estates Declaration of Covenants, Conditions and Restrictions recorded May 18, 2007 at File 2007 - Card No. 2522 by substituting the following language for Article II.1:

1. **Governance of Association.** Except as otherwise controlled below, the operation of the Association shall be governed by the Articles and By-Laws of said Association. The Declarant shall retain the right to appoint the members of the Board of the Association, who shall serve at the discretion of the Declarant. If the Declarant relinquishes this right, the Association shall elect all members of the Board, who shall serve at the discretion of the Association.

The Declarant also amends Article V of the South Ridge Estates Declaration of Covenants, Conditions and Restrictions recorded May 18, 2007 at File 2007 - Card No. 2522 by substituting the following paragraph for Article V.1:

1. **Design Review Committee.** The Design Review Committee ("DRC") shall consist of at least three (3) persons, but not more than five (5) persons, at least one of whom shall be a director on the Board. The DRC shall have exclusive jurisdiction over all construction on all or any portion of the Parcels within the Property. The DRC shall have the right to inspect such construction with regard to compliance with the Design Guidelines and the provisions of this Declaration. The Declarant retains the right to appoint all members of the DRC. If the Declarant relinquishes this right, the Board shall have the right to appoint members of the DRC who shall serve at the discretion of the Board.



Executed and declared this 21<sup>st</sup> day of April,  
2025.

SIoux CENTER LAND DEVELOPMENT,  
INC.

By: [Signature]  
Eric Vande Hoef, President

By: [Signature]  
Dennis Dokter, Secretary

STATE OF IOWA, COUNTY OF SIOUX, ss:

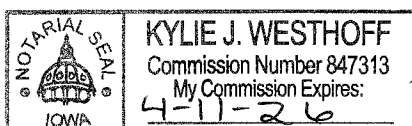
This record was acknowledged before me on April 21, 2025,  
by Eric Vande Hoef as President of Sioux Center Land Development, Inc.



[Signature]  
Notary Public in and for said State and County

STATE OF IOWA, COUNTY OF SIOUX, ss:

This record was acknowledged before me on April 15, 2025,  
by Dennis Dokter as Secretary of Sioux Center Land Development, Inc.



[Signature]  
Notary Public in and for said State and County



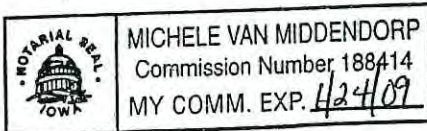
SIoux CENTER LAND DEVELOPMENT, INC.

By: Robert J. Kroese  
Robert J. Kroese, President

By: Paul Clousing  
Paul Clousing, Secretary

STATE OF IOWA, SIOUX COUNTY, ss:

On this 11<sup>th</sup> day of May, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Kroese and Paul Clousing to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of said corporation; that no seal has been procured by the said corporation that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Robert J. Kroese and Paul Clousing as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Michele Van Middendorp  
Notary Public in and for said State and County



## **South Ridge Estates Design Review Committee Guidelines**

### **5 Goals/Intent/Purpose**

- 10 The South Ridge Design Review Committee's (DRC's) goal for this set of guidelines is to communicate a set of general level guidelines for the development that encourages homeowners to build and invest in their property. To do so, the guidelines intend to ensure that proposed properties will not detract from the overall appearance of the development community. This is intended to reinforce everyone's benefit from the development, and the property values underlying that benefit.
- 15 The DRC will retain exclusive decision making authority on the approval of plans in the subdivision. In the unlikely event of a conflict, Home Owners have the right to appeal the DRC's decision with a written appeal request as defined in Article V.2 of the South Ridge Estates Declarations/Covenants.
- 20 These guidelines are intended for both new construction and any remodel project that changes the footprint, or elevation of the original structure. These guidelines are specifically directed at Single Family homes in the subdivision. Other projects, structures or facilities that are not Single Family homes still require a Design Review Committee review and approval prior to construction.
- 25 The Architectural Design Guidelines address a range of exterior building and site conditions, and are not intended to be all-inclusive. All proposed construction must be submitted to the Design-Review Committee, reviewed, and approved before any construction begins.
- 30 Owners, Builders, Designers and other affected parties will note that these guidelines are complementary to, and do not replace or override, the Declarations and Covenants for South Ridge Estates, the City of Sioux Center's Planning and Zoning process, Board of Adjustment, City Ordinances and the Permitting process in place within the City of Sioux Center.
- 35 These Guidelines may be revised for new or remodeled homes by action of the Home Owner's Association's Board of Directors. Revised guidelines will not be applied retroactively. It is the Home Owner's responsibility to seek out the most current version of these guidelines during the design phase of their specific project.

40

### **Architectural Criteria**

#### ***Visual Impact***

- 45 The most important criteria for project approval in the development is the project's compatibility with the existing neighborhood, the community, and the environment in terms of its visual impact. Visual impact from the golf course side of the structure is also an important consideration of the committee.
- 50 The public views from the thoroughfares and streets in large part determine the character of the community.



**Site Planning and Privacy**

Projects are to be designed so that their site planning will convey the traditional small town character of the community.

Yard requirements are regulated by the zoning code, easements and covenants that control lot usage.

Thoughtful, considerate design, in almost all instances can provide for the needs of the new project while maintaining existing qualities of adjacent properties and the community. Consideration will be given to neighbor's views, access to sunlight and privacy.

**Streetscape Diversity**

Homes shall promote streetscape diversity through varied floor plans, lot sizes, elevations, and front porches.

The same building elevation (mirrored or standard), or color package shall not be constructed on adjacent or opposing lots. Avoid simple repetitive patterns.

The same single family floor plan (mirrored or standard) shall not be constructed on adjacent lots. When the same floor plan is constructed within view of each other, a different elevation is required. Avoid simple and repetitive patterns.

**Architectural Design**

There is no one acceptable style of architecture in Sioux Center. Variety of styles is a contributing factor to the visual appeal of the community.

Proposed structures, as well as parts of any structure, shall be compatible with the neighborhood in terms of size, bulk and scale.

Additions to existing dwellings and the construction of (or addition to) secondary buildings at already improved properties will be approached in a manner which is compatible with the site, scale, and architectural style of the existing buildings. Separate structures will have consistent architectural detail and design elements.

Interior arrangement of a building is no concern unless it affects the exterior elements which have a visual impact on the community.

**1. Wall Articulation and Architectural Interest**

Design homes to avoid long expanses of blank walls and windowless elevations by using building elements such as plane breaks and building projections that help segment the building mass and break up large expanses of blank wall. Wall plane articulation shall be provided based upon the following minimum requirements.

**Front Elevations (All)**

Minimum of 5 wall plane changes (articulations) separated by a minimum of 12" offsets. The front of a porch façade will meet the requirement of a wall plane.

**Rear Elevations – Adjacent to Golf Course**

Minimum of 3 wall plane changes (articulations) separated by a minimum of 12" offsets. The plane of a deck will not be counted as an additional plane under this guideline.

**Rear Elevations – Not adjacent to Golf Course**



105 Minimum of 2 wall plane changes (articulations) separated by a minimum of 12” offsets. The plane of a deck will not be counted as an additional plane under this guideline

110 In addition to the three (3) wall planes encouraged for rear elevations visible from the golf course, rear elevations shall incorporate one of the following façade articulation elements such as:

- Building projections/pop-outs (bay or box windows)
- Decks
- Covered porches
- 115 ▪ Gable ends
- Chimney fireplace pop-outs

120 Building Projections – It is encouraged that building projections such as bay and box windows project a minimum of 12 inches from the façade surface. Decorative corbels, brackets, or base boards are encouraged to support cantilevered projections.

## 2. Windows

- 125 • All single story front elevations shall have a minimum 20 percent window area on the front elevation wall face, excluding the garage face, and garage door,. Window area includes the trim around the window.
- Elevations which abut a public street or open space otherwise not used for screening or buffering purposes will have at least one window element equal to quality and size of that of a bedroom on an above ground floor.

## 130 3. Elevations in Public View (Front, Enhanced Side and Rear Elevations)

Side and rear elevations fronting the golf course, or subdivision streets will be enhanced through the use of architectural elements and embellishments compatible with the front elevation of the house.

- 135 • It is encouraged that all enhanced front, side and rear elevations include a minimum of 3 items from the following list of architectural elements and embellishments
  - Fifteen percent brick, stone, or cultured stone masonry applied to non-window and door areas only (excluding rear walk-out elevations).
  - Window grids (real or simulated) that divide the window into individual
  - 140 panes.
  - Gable end ornamentation (including decorative vents or material changes).
  - Belly bands.
  - Additional windows (which may include bay or box windows).
  - 145 ▪ Roof beam ends.
  - Frieze board.
  - Building trim.
  - Siding variations in direction or spacing or product type.
  - EIFS (Stucco) Accent blocks of different color and/or shapes
  - 150 ▪ Window shutters.

4 A 1600 square foot minimum of heated floor space on the main level is recommended for on course homes. A 1200 square foot minimum of heated floor space (main level) is recommended for off course homes. The DRC will review exceptions to this guideline if other architectural criteria are met.

155 5. All driveways shall be paved with concrete.

6. Exposed concrete block or poured concrete foundations and site retaining walls that have more than 1 vertical foot viewed from the golf course or the street, must



be covered with stone, brick, siding, or stucco to complement the house materials.

- 160 7. All porches and deck structures on the front of the house or facing the street shall be stained or painted to match siding and/or trim.
8. A minimum roof slope of 6/12 is recommended for the main roof with variations on feature roof areas considered on an individual basis. Slopes less than 6/12 will be considered when pursuing a specific architectural goal (contemporary, prairie, etc.)
- 165 9. Roof Form – The main-body roof form shall be complemented by smaller roof planes or elements. Minor roof elements such as gable ends and dormers shall be proportional to the spaces they cover and to the overall roof size and form. These elements qualify for the quantity of roof breaks required.
- 170 10. There shall be a variation of roof massing for each home, with a minimum of two roof breaks. (Roofs that turn a corner or change elevations.)
11. A minimum roof overhang (for all main body roof forms) of 12 inches is required.
- 175 12. Garages shall be considered an extension of the house. Garage doors shall be of simple design and of one color. Design garages to create streetscape variety and visual interest. Integrate the garage with the home and minimize the garage door impact on the front, street-facing elevation. Recess or project the third bay of a three-bay car garage a minimum of 12 inches from the face of the garage or provide three separate garage bays and associated garage doors. All street facing facades for side-loaded garages shall contain at least one window, which is of a scale and detail compatible with the habitable portion of the dwelling. Garages will be limited to three stalls as viewed from the street – 38 foot maximum width. Additional width can be considered if overall percentage of house frontage is < 50% and maintains street appeal, or other compelling reason such as handicapped accessibility. Garage door height is a maximum of 9 feet.
- 180 No garage shall be used as a temporary or permanent residence. Carports are prohibited.
- 185 13. Building connections for all utilities, including, but not limited to: water, sewer, gas, communication, electricity, telephone, and television shall be run underground.
- 190 14. No fence, wall, hedge, vine, or shrub planting which obstructs the sight lines for on-course views, as determined by the Design Review Committee, shall be placed or permitted to remain on any property. No tree, hedge, vine, or shrub shall be permitted to remain within the sight line. Should any larger tree exist within such sight line upon any property, then said tree shall be pruned to such a sufficient height and width to prevent obstruction of such sight line rather than removed
- 195 15. Heat pumps or compressors for central air-conditioning units must be sited in a location which will not cause a nuisance to neighbors or the use of active areas on the site. Compressors must be screened by landscape or architectural treatment, if located on a street side.
- 200 16. Yards must be seeded or mulched upon completion of the unit. Irrigation is encouraged.
- 205 17. Recreational Equipment - Basketball hoops & backboards are acceptable at both on course and off course homes. Storage sheds no larger than 200 square feet are allowed behind off course homes. No tree houses, play houses, greenhouses, cabanas, tennis courts, barns or other outbuildings or structures shall be erected. Any other fixed game and play structures shall be located at the rear of the dwelling or on the inside portion of a corner parcel within the setback lines.



18. Outdoor storage of garden tools and hoses shall be screened from view and kept behind shrubs. Any tools or items stored under a back deck or porch must also be screened from view. Preferably, these items should be stored inside either the garage or basement.

19. Woodpiles shall be located in the rear yard. Tarps covering a woodpile are allowed only if the woodpile is completely screened from view. For example, a tarp-covered woodpile shall be located under a deck with shrubs planted around it.

### Materials Guideline

The Materials Guideline is a general guideline to assist designers in selecting materials that are generally acceptable for projects in South Ridge Estates. Materials are categorized in two columns: “encouraged” and “generally unacceptable”. The term “generally” is used to imply that exceptions may be made by the DRC in certain unique circumstances. The DRC reserves the right of all decisions in this regard short of a final appeal under the HOA covenants.

An “encouraged” material may not be acceptable if used in the wrong context (for example, the use of horizontal wood siding in a Spanish style house). At the same time, a “generally unacceptable” material may be acceptable if the material is uniquely befitting the design and the argument is convincing.

<b>ROOFING (SLOPED ROOFS)</b>	
<b>Encouraged</b>	<b>Generally Unacceptable</b>
Architectural Asphalt shingles	Membrane roofing (rolled)
Clay tile	Corrugated plastic or metal
Slate	Galvanized metal
Wood shake	
Standing Seam Metal Roof (for accents)	Mono Slope
<b>WINDOWS</b>	
<b>Encouraged</b>	<b>Generally Unacceptable</b>
Wood with true divided lights	Windows with glue-on grid
Wood with aluminum/vinyl clad	Aluminum sliding windows
Metal casement	
<b>GLASS</b>	
<b>Encouraged</b>	<b>Generally Unacceptable</b>
Clear	Reflective
Dual glazed	
***The use of tempered or other safety glass should be considered on course lot windows where course geometry or structure orientation to the course would be more likely to sustain damage from errant golf play. This decision is a personal choice of the Home Owner and this Design Guideline note is only advisory.	

<b>EXTERIOR WALL FINISHES</b>	
<b>Encouraged</b>	<b>Generally Unacceptable</b>
Brick, Stone or other Masonry	Plywood sheet products (e.g., T-111)
Wood, Wood composite or Wood Shingle Siding	Metal siding
Stucco or EIFS products	Corrugated plastic or metal
Vinyl Siding (Thickness>.042) (Off course only)	Imitation materials – the glue on look
Cement board siding	Concrete block
<b>SKYLIGHTS</b>	
<b>Encouraged</b>	<b>Generally Unacceptable</b>
Flat lenses	Bubble dome
<b>SECURITY DEVICES</b>	
<b>Encouraged</b>	<b>Generally Unacceptable</b>
Electronic	Security bars
	Roll down shutters with exposed housing
<b>MECHANICAL EQUIPMENT</b>	
<b>Encouraged</b>	<b>Generally Unacceptable</b>
Ground mounted and screened (vegetation, lattice, etc)	Roof mounted without screening
	Located within the view of the public

235      **20.      Color Schemes**

A thoughtfully chosen color scheme on a building will promote visual continuity and contribute to a special sense of identity for the neighborhood.

240      Colors shall harmonize with, but not match, the neighboring properties. Property owners are encouraged to use subdued colors that blend with the colors of the natural landscape. Colors (including trim) shall be muted earth tones of browns, beiges, taupes, and grays.. In general, pinks, purples, reds (except for natural cedar colors or stains), yellows , oranges, and lighter greens are not appropriate in the subdivision.

245      Colors such as blacks, blues (including blue grey) and whites must be of “off” and “muted” tones and not “stark” or “bold” in their application. Color submissions for these colors will be made on a minimum 4 square foot “paint out sample board” so proper review can be made.

250      Colors that deviate from the above may be considered on a case by case basis as the DRC acknowledges styling changes over time. (but will also require the same large paint out board for review)



255 Contrasting colors are an excellent way to accent trim, architectural detailing, doors and also add depth to a flat façade.

**21. Landscaping**

260 Adequate landscaping is to be provided in proportion to the project and site with due regard to preservation of specimen trees and vegetation. The landscaping shall complement the project with trees and shrubs to screen from public and private views, while preserving neighbor's views.

**VII. Plan Submission**

Construction Plans. All plans for construction shall be submitted at a scale not less than 1" to 20', showing: (an electronic copy would be preferred for record keeping as well)

- All setbacks, easements (from plat), location of the structure with outer wall dimensions including position of garage, location of driveways and walkways, retaining walls and any other proposed lot improvements.
- Location of site accessories such as fencing, trash container pads, exterior lighting, play equipment, etc will be shown.
- Location of air-conditioning compressors, power and gas meters, and communication junctions.
- Elevations to scale, of all sides of contemplated structures
- Floor plans
- Summary specification list of proposed exterior construction materials.
- Samples of external construction materials clearly showing actual colors (see requirement for large paint samples for certain color types under "color schemes")



285 **Application for Design Review**

**SOUTH RIDGE ESTATES**

**Note:** One set of prints must accompany this form. This copy will be retained by the Design Review Committee.

290 DATE SUBMITTED \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

295 PROPERTY OWNER \_\_\_\_\_ PHONE: \_\_\_\_\_

PROPERTY STREET ADDRESS \_\_\_\_\_

BLOCK and LOT# \_\_\_\_\_

300 CONSTRUCTION PLANS:

- ( ) Site Plan with  
( ) Set Backs and Easements shown  
( ) Sheds, Playsets, Fences, Retaining Walls, Mechanical Equipment  
305 ( ) Total Square Footage Heated/Cooled  
1<sup>st</sup> Floor \_\_\_\_\_ 2<sup>nd</sup> Floor \_\_\_\_\_  
( ) Building Elevations (All)  
( ) Floor Plan(s) (for Design Review Committee reference only)  
( ) Exterior Material, Finish, & Color Schedule  
310 ( ) Exterior Material Samples/Board (4 Sq Ft. Paint outs for certain colors)

BUILDING DESIGN: ( ) New ( ) Previously used in Subdivision  
If so, where \_\_\_\_\_

315 STORIES: ( ) 1 ( ) 1.5 ( ) 2

BASEMENT: ( ) Yes ( ) No ( ) Walkout

TYPE LOTS: ( ) On Golf Course ( ) Off Golf Course

320 ARE THERE ADJACENT HOUSES?  
( ) Yes ( ) No ( ) Under Construction

HAVE THE BUILDING ELEVATIONS BEEN USED ON ADJACENT HOUSES?  
325 ( ) Yes ( ) No ( ) Similar ( ) Don't Know

EST. START DATE \_\_\_\_\_ EST. COMPLETION DATE \_\_\_\_\_

330 COMMENTS/NOTES \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
335 \_\_\_\_\_

**DRC Checklist** – For DRC Use (Builders/Designers may use as a preparatory checklist)

Property Reviewed:\_\_\_\_\_Date Reviewed\_\_\_\_\_

Reviewers Present\_\_\_\_\_

- ☐ Site Plan
  - Setbacks, Easements & Golf Buffer Zone
  - Relation to adjacent property and site line review
- ☐ Erosion Control (Discussed\_\_\_\_\_)
- ☐ Wall Articulation
  - Front \_\_\_\_\_Rear (if on course)\_\_\_\_\_Including added features\_\_\_\_\_
- ☐ Window % and Accent (stone, etc.)% adequate?
  - Front \_\_\_\_\_Rear\_\_\_\_\_Sides (if exposed to public)\_\_\_\_\_
- ☐ Roof Slope Minimum 6/12\_\_\_\_\_
- ☐ Garage Width < 38 ft & >24 ft\_\_\_\_\_
- ☐ Air Conditioner/Mechanical Equipment Locations & Screening\_\_\_\_\_
  - Energy conservation equipment/solar (requires a specific review per covenants)
- ☐ Appurtenant Structures & Buildings
  - Sheds/playsets/etc are limited in size and location per the covenants and the Design Guidelines
- ☐ Material Checks
- ☐ Color Scheme (samples provided?)
- ☐ Landscaping
  - Exterior Lighting (criteria in covenants)\_\_\_\_\_
  - Flagpoles(Residential in size and location reviewed)\_\_\_\_\_
- ☐ Retaining Walls
  - Less than 4' per level.\_\_\_\_\_
  - Coordinated with adjacent property\_\_\_\_\_
- ☐ Pools (need specific review and approval – see covenants)