**Application for Building Permit**
**Lake Santee Subdivision**

Permit Number: _____

Date Issued: _____

Approved By:

_____

_____

_____
Three Signatures Required

Lot Number(s): _____
Name of Owner: _____
Permanent Address of Owner: _____
City, State & Zip: _____
Phone Number(s): _____

Name of Contractor: _____
Contact Person: _____
Address: _____
City, State & Zip: _____
Phone: _____

**Check the type of improvement for which a permit is requested:**

- ☐ 1) Dwelling, enter square footage of heated living space on first floor: _____sq ft
- ☐ 2) Addition to dwelling including porches, garages, room additions & carports.
- ☐ 3) Unattached garage, enter square footage of proposed structure: _____ sq ft, first floor dwelling _____sq ft
- ☐ 4) Outbuilding, enter dimensions of proposed outbuilding: _____ ft X _____ ft
- ☐ 5) Deck
- ☐ 6) Metal Roof as outlined in 12.19 Rules & Regulations
- ☐ 7) Boat Dock
- ☐ 8) Swimming pool
- ☐ 9) Satellite Dish, enter the diameter of the dish: _____
- ☐ 10) Fencing, specify type of fencing material: _____
- ☐ 11) Driveway culvert: Location to be staked, Diameter _____in, Material _____
- ☐ 12) Other, specify: _____

**Check the items below that accompany this application:**

- ☐ Plot Plan – required for all permits, must show proposed location, size of structure and setbacks as measured from overhangs, decks, porches, etc. to all relevant property lines.
- ☐ Copy of deed – required for all dwelling permits or construction on a lot not having a dwelling
- ☐ Surveyors report – recent boundary survey required for all dwelling permits, surveyor's stakes must be in place.
- ☐ Floor plans, foundation & elevation views – required on (1) through (5) above, and on (6) if dock is covered.

**Check the items below that have been performed:**

- ☐ Staked location – the planned location of (1) through (7) above must be staked or marked for verification.
- ☐ Staked property lines – known property lines relevant to the setbacks must be marked to assist in confirming setbacks.

If requesting a permit for an unattached garage or outbuilding:

- ☐ If I now have an unattached building, which I hereby am agreeing to remove within 30 days of completion of the new structure, in order to comply with the Subdivision Restrictions, **initials of member:** _____

## Certification and Notice of Intent to Comply

I hereby certify that I am a member in good standing with the Association, that the application is correct and that the construction will conform to the Subdivision Restrictions, the Lake Santee Rules & Regulations and the county building code. I further agree that I will make application to the proper county jurisdiction for a building permit as required.

I understand that this permit expires one year from date of issue if construction has not begun. I further understand that I have six months from the date ground is broken to complete the exterior of the structure, store materials out of view and have the site graded.

I agree to abide by Rule Number 12.18, which reads as follows: "During construction projects such as dwellings, additions to dwellings, including porches, garages, room additions, carports and unattached garages, an onsite trash bin or suitable vehicle must be furnished for the removal of construction waste and debris. The burying of any construction refuse within subdivision is strictly prohibited". Erosion control shall be used at all construction sites.

Date Submitted: _____ Signature of Applicant: _____

Printed Name of Applicant: _____

## RESTRICTIONS
## Lake Santee Subdivision - Decatur County, Indiana

The Warranty Deed from SELLER to PURCHASER shall contain the following restrictive covenants:

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to township rezoning, and zoned as business or commercial areas on the plats by Lake Santee, Inc.

2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, tents or shacks shall be erected, moved to or placed upon said premises. All buildings must be completed within six months from date the construction commences.

3. No residence shall have less than 900 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area. All foundation and structural plans for any building or structure are subject to the approval of Lake Santee, Inc., or its assigns. No porch, roof or projection of any building shall extend nearer than thirty (30) feet from any road right of way, nor nearer than ten (10) feet from the property line of any abutting property owner, nor within fifty (50) feet from the normal high water line of Lake Santee, except as may be shown on recorded plats.

4. No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter into Lake Santee. Each dwelling shall have an individual sanitary unit where, in the opinion of the Decatur County Health Department, the ground percolation is inadequate for, or the ground contour is not compatible with, proper operation of a conventional sanitary unit (septic tank and leaching bed) or where a conventional unit has been installed and thereafter becomes, in the determination of said Health Department, inadequate, the owner of said lot shall install an aerobic type of sewage treatment plant, or any other type of plant, approved by said Health Department. In the event an aerobic type of sewage treatment plant is installed, The Lake Santee Property Owners Association, Inc., shall provide for periodic inspection and tests as required by said Health Department and cause the results of said inspections and tests to be immediately reported to said Health Department. Said purchaser, after seven days written notice from the said Health Department, hereby agrees that in the event of malfunction of his sanitary unit, the water supply to his lot shall be turned off and remain off until said sanitary unit is properly functioning. In any event, all sanitary units must conform with recommendation of the said Decatur County Health Department and Lake Santee, Inc., or its assigns. No drain field, or other disposal system shall be allowed nearer than 60 feet from the normal high water mark of Lake Santee. No individual water wells shall be allowed on any residential lot and each residence shall use the water supply, if any, from the Public Utility supplying water to the subdivision.

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Santee, Inc., or its successors or assigns.

6. No covered boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of Lake Santee, Incorporated, its successors or assigns. Use of the Lake shall be in compliance with the rules and regulations of the Lake Santee Property Owners Association, Inc.

7. Lake Santee, Incorporated, for itself, its successors and licensees reserves a ten (10) foot wide easement along all road right-of-way and five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wire, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, and other services for the convenience of the property owners and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. Except where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement except as shown on recorded plats. Also except that no easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of Lake Santee, Inc., who for itself, its successors, assigns and licensees also reserves the right to cause or permit drainage of surface waters over and/or through said lots. Lake Santee, Inc., its successors or assigns, reserves an easement on, over or under all road rights of way for the purpose of installing, operating, and maintaining above mentioned utilities and drainage. The owners of said property shall have no cause of action against Lake Santee, Inc., its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining above-mentioned installations.

8. Each purchaser at Lake Santee shall be subject to an annual charge of Twenty-Five Dollars ($25.00) which purchaser agrees to pay to Lake Santee Property Owners Association, Inc., its successors and assigns, annually on the first day of March commencing in the second year following the date of this agreement after payment on the first day of March in the first year after the date of this agreement, of the initial membership fee of twenty-five ($25.00 dollars) for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said areas are exercised or not.

   Purchaser further agrees that the use of any of the above mentioned areas shall be subject to approval of purchaser for membership in Lake Santee Property Owners Association, Inc., as herein provided, and to comply with all rules and regulations from time to time promulgated by said Association. Purchaser further agrees that the charges as herein set forth, shall be and constitute a debt which may be collected by suit in any Court of competent jurisdiction, or otherwise; and that upon the conveyance of any part of the lands, described herein, the grantee thereof, and each and every successive owner and/or owners shall from the time of acquiring title and by acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay Lake Santee Property Owners Association, Inc., its successors and assigns, all charges, past and/or future, as provided for in, and in strict accordance with, the terms and provisions hereof. As a part of the consideration herein, purchaser agrees that he will not sell, assign or convey to any person, or persons, not approved for membership in Lake Santee Property Owners Association, Inc., and all persons owning lots in said subdivision shall be a member of said association.

9. The PURCHASERS, their successors or assigns, agree that as a consideration of Sale, and as a condition prior to the installation of water mains adjacent to the lot(s) as herein described on the map of Lake Santee, Inc., which said mains are to be located by Lake Santee, Inc., hereinafter referred to as the SELLER, or its assigns, that the undersigned PURCHASER(S), their successors and assigns, jointly and severally promise to pay to the SELLER or order, a minimum of Four Dollars ($4.00) per month, payable annually on the first day of April each year so long as water is available for use. The payments are to be computed on the basis of beginning with whichever month immediately follows availability of water service to said PURCHASER, WHETHER OR NOT AN ACTUAL CONNECTION IS MADE BY THE PURCHASER TO THE MAINS. The SELLER, or its assigns, upon receiving a written request from PURCHASER, and One Hundred Ninety Five Dollars ($195.00), will install a water connection from the main to the PURCHASER'S lot line. THESE CHARGES ARE SUBJECT TO CHANGE BY THE PUBLIC UTILITIES COMMISSION OF INDIANA. It is understood and agreed that the above-mentioned consideration, if unpaid, shall constitute a lien on or against said lot(s), tract or parcel of land, which lien shall be equal to and shall participate jointly with other first liens for construction purposes hereafter placed on said land, but inferior to those imposed for governmental purposes. Exceptions and further explanations pertaining to conditions for water service have been or will be recorded in the office of the Recorder of Decatur County, Indiana and are hereby incorporated in and expressly made part of this agreement by reference.

10. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, successors, administrators, and assigns, and if said owners, their heirs, executors, administrators, successors, or assigns shall violate or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such lots in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing, or to recover damages for such violation. All of the restrictions, conditions, covenants or agreements contained herein shall continue until January 1, 1973. The same may be thereafter, and from time to time, changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever, the owners of at least two thirds of the said lots so agree in writing. Provided, however, that no changes shall be made which might violate the purpose set forth in restriction No. 1. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

Note: In 9. above, the $195.00 charge listed for water connection is now as follows:
Connection charge without bore: 5/8" to ¾" connection $1,100
Connection charge with bore: 5/8" to ¾" connection $1,500

# Lake Santee Property Owners Association Rules & Regulations

## BUILDING

12.1 In the spring, when conditions are such that heavy loads will cause excessive damage to roadways, the Association reserves the right to impose a 10 ton gross weight limit on all construction related vehicles hauling equipment and materials over paved and unpaved roadways. A notice of such limit shall be posted at the entrance for the duration.

12.2 Building permits issued by the Association are required for houses, garages, outbuildings, additions, roofing, re-siding, swimming pools, fences, docks, decks, communication dishes larger than 36", culverts, filling or tiling of road ditches, gazebos, lake walls, shoreline protection, dredging, dog pens and any other structure. Many of the aforementioned also require a building permit from the appropriate county. A form is available at the Lake Santee Office for submitting permit requests and it specifies the documents and/or drawings required to apply for a specific permit. All structures must conform to the Subdivision restrictions. At the discretion of the building committee, periodic and/or final inspection may be made of the construction, to insure compliance.

12.3 Access to all property shall be by an approved driveway culvert. A building permit is required prior to installation and culvert size will be determined by the building committee to handle water flow requirements.

12.4 Shoreline protection can be wood, concrete, stone, riprap, plastic piling or masonry. Demolition and all other materials must have the approval of the building committee.

12.5 A complete set of construction plans, including floor plans, exterior elevations, and a list of materials for foundation, siding and roofing shall be required for houses or house additions. Houses will not be approved without one or more of the following features: more than four corners, one or more roof valleys, dormers, or a covered porch of at least 100 square feet. The Building Committee will not approve two houses of similar exterior design in one area.

12.6 Building permits will expire twelve (12) months after date of issue if construction has not started.

12.7 Gazebos will be considered a second building unless it is less than 50 SF in area and retains 60% open or screened area. All gazebos must conform to Subdivision Restrictions.

12.8 To issue a building permit for a new home, the property must be surveyed at the owners' expense by a registered land surveyor.

12.9 The total square footage of an outbuilding, carport or combination thereof shall not exceed 75% of the first floor heated living space of the dwelling located on the same lot(s). The height, measuring from the top of the foundation to the roof ridge, shall not exceed the dwelling maximum foundation to ridge height. The top of the foundation is defined as: 1) top of the floor slab in slab construction, 2) top of crawlspace wall, or 3) top of basement wall. This rule does not apply to lots zoned for business.

12.10 Outbuildings over 160 SF in size and carports, shall have continuous masonry foundations. No pole construction is permitted on any structure except carports. All structures shall have siding acceptable for residential construction. Commercial metal siding is not acceptable. No metal frame structures, or portable structures are allowed, as outbuildings or any covered area, except over boat docks.

12.11 Only modular homes meeting established specifications will be approved.
(See "Policy Guidelines for Acceptance of Modular Housing").

12.12 The Subdivision Restrictions require that all buildings be completed, exterior only, within six months from the date construction commences. Within that same six months the lot shall be cleaned of debris and materials and be graded sufficiently to use a riding mower. The deadline for grading may be extended upon request if weather prevents grading from being accomplished.

12.13 No application for a permit to construct a dwelling will be considered on any lot or combination of lots that does not provide for the dwelling to be located on at least one full lot as platted in the Subdivision. Partial lots may not be combined to meet the requirement. In addition, no homeowner shall be permitted to sell off a portion of a full lot on which an existing dwelling is located unless the dwelling is located on more than one full lot.

12.14 No individual, member or company will be issued new construction permits if previous violations of the Association Rules and/or policies remain unresolved or if fines are unpaid. In addition, no construction permits will be issued if previously constructed dwellings or other structures within the subdivision are not fully inspected and approved by the controlling county authorities.

12.15 A permit from the building committee shall be required prior to filling any ditch, tiling a ditch or building a catch basin in the road right of way. Drawings will have to be submitted to show direction of water flows when completed.

2.16 Property or buildings damaged by events such as fire, wind or other causes shall be repaired, restored or removed in six (6) months unless extended by the Board of Directors.

2.17 Fencing may be no higher than 48 inches and will not be allowed to excessively block the view of any property owner from any direction, as determined by a majority of the Building Committee.

2.18 During construction projects such as dwellings, additions to dwellings, including porches, garages, room additions, carports and unattached garages, an onsite trash bin or suitable vehicle must be furnished for the removal of construction waste and debris. The burying of any construction refuse within subdivision is strictly prohibited.

2.19 Roofing for structures shall be wood/composite shingles or metal, which shall meet the following specifications:

1) Concealed fasteners or clips are required.
2) Metal must be fully supported by decking material.
3) Must be installed in accordance with architectural standards for seamless metal roofing.
4) Finish cannot be galvanized and must have a minimum 30 year warranty to include color fading.
5) Metal must be a minimum of 29 gauge.
6) Color is subject to Building Committee approval.

All other roofing materials are subject to Building Committee approval.

.20 Outside heaters, furnaces and boilers for the purpose of structure heating are prohibited within the Subdivision.

.21 When connecting an unattached exterior structure to a main dwelling the enclosure must meet all standard building requirements for roofs, foundations and siding.

22 Removal or tear down of existing structure must be completed to grade level and any basement or crawlspace filled to grade level. All debris must be removed within 90 days.

# POLICY GUIDELINES FOR ACCEPTANCE OF MODULAR HOUSING

**PURPOSE**: To provide clarification of paragraph 2 of the Lake Santee Subdivision Restrictions, which does not specifically address the subject of modular housing.

**ADOPTED**: REVISED AND ADOPTED BY THE BOARD February 13, 1991, Original guidelines established March 1987.

**PLANS SUBMITTED FOR MODULAR HOUSING SHALL CONFORM TO THE FOLLOWING MINIMUM SPECIFICATIONS, PRIOR TO BEING REVIEWED FOR APPROVAL:**

1) The floor structure of the dwelling shall be of wood construction, without supporting steel under structure; with the exception of a center support beam over a basement.

2) The floor joists shall be dimensional lumber, or wood truss construction, consistent with that used in on site construction, capable of spanning from the perimeter support foundation to the center support beam or wall, without the use of intermediate supports or pillars.

3) If the modular units are transported on, or mounted to steel transport frames, all frames, axles, wheels, suspension, and related hardware is to be removed from the unit at the time of setting the unit.

4) The total weight of the modular units must bear on the approved concrete or masonry unit foundation perimeter walls and center supporting beam, wall or pillars. No transverse beams between the perimeter foundation and center beam or wall for the purpose of providing intermediate support to the joists will be permitted.

5) All exterior wall framing thickness shall be minimum 3.5", with full thick insulation. The majority of the interior walls shall also be a minimum 3.5" framing thickness.

6) The building committee shall be provided with a set of plans for review, which set shall at a minimum include foundation, floor and all elevations.

7) The building committee shall review the plans, paying particular attention to the roof pitches, which should be a minimum of 3/12; the exterior finish, including the area where the modules are joined; the design and positioning of the doors and windows; and the overall appearance of the home. The committee may deny the permit if the majority opinion is that the appearance is too similar to a mobile home.

The committee's purpose is to see that all modular homes approved are consistent in appearance and quality with a well-built conventional home, as was intended by the original land restrictions.