LAKE SANTEE SUBDIVISION RESTRICTIONS
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 associaton.

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 convenants 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 $2,000
Connection charge with bore: 5/8" to ¾" connection $2,500