LAKE SANTEE

Property Owners Association, Inc.

RULES & REGULATIONS

REVISED August 2015

The following rules and regulations are applicable to all land and water areas in the Lake Santee Subdivision, (hereinafter Subdivision). However, nothing herein shall be interpreted or construed in such a manner as to violate any existing Federal, State or local laws, or to prevent personnel from performing their duties or providing emergency services.

All of the listed rules and regulations have hereby been adopted by the Board of Directors of Lake Santee Property Owners' Association, Inc. (hereinafter Association) in accordance with the By-laws of this Association and the Lake Santee Subdivision Restrictions, specifically paragraph number eight. Each individual rule or regulation became effective at the time it was passed by the Lake Santee Board of Directors.

The Board of Directors shall at their discretion use fines to encourage compliance with The Land Restrictions, Rules & Regulations and policies of the Board. The funds shall be used for administrative and enforcement expenses. In general the violator shall be notified by first class mail of the violation, providing a date by which compliance is required to avoid afine. The fine shall be stated, for example as $5.00 per day for the first 30 days, $10.00 per day after 30 days, $15.00 per day after 60 days. The fines shall be charged to the member's account and a statement sent monthly. The Board has the authority to vary from the above stated amounts and time periods depending on the severity and circumstances.

MEMBERSHIP

1.1 Application for membership in the Association should be made, via the Lake Santee Office, to the member of the Board of Directors who is in charge of the membership committee and should be accompanied by a check for all dues, assessments and fees owing.

1.2 Upon receipt of the completed membership application and full payment of all dues, assessments and fees, the applicant will become a provisional member of the Association in accordance with the Amended 1990 By-laws, Article I, Section 4. Unless otherwise notified by the Board of Directors, the provisional member shall become a permanent member within ninety (90) days after the application has been submitted.

1.3 In accordance with the By-Laws Article I, Section 1, "…Each lot owner must apply for membership and pay membership dues. The membership shall relate to the persons and not the property. If a lot is owned by more than one person, except for husband and wife, each owner of the property shall pay membership dues. No corporation, partnership, joint venture, or other legal entity except for qualifying trusts, shall be eligible for membership..."

1.4 When lots at Lake Santee are purchased at tax sales, purchasers will not be eligible for membership in the Association until a tax sale deed to the property is received at the end of the redemption period.

1.5 Members and non-members will be billed annually prior to March 1st for dues, assessments and fees as determined by the Board of Directors. Accounts will be considered delinquent after April 1st and a 10% penalty on the outstanding balance will be charged. A monthly finance charge will be assessed on unpaid balances over 30 days old as of the last day of each month, with the exception of February. No member will be permitted to use the facilities of Lake Santee until annual dues, assessments and fees have been paid.

1.6 Annual membership dues and assessments are not transferable. When property is purchased prior to September 1st, the new owner will be required to pay full dues and assessments for the year; after September 1st the assessments will be reduced by one-half for the balance of the fiscal year. After December 1st the new owner will be exempt from paying dues and assessments. Note: the term "assessments" does not encompass "special assessments".

1.7 When a property owner fails to pay the annual dues, assessments, fines or fees, a lien may be filed in accordance with the laws of State of Indiana, against the property of said property owner. If a lien has been so filed, no grantee or grantees of title to such property shall be eligible for membership in the

Association until his/her property is free and clear of any and all indebtedness to the Association, including any liens which the Association may have filed against it.

1.8 Only members in good standing and whose dues, assessments and fees are paid current will be permitted use of facilities of the Association.

1.9 Guests will be permitted to use the facilities of Lake Santee only upon the expressed invitation of a property owner in good standing.

1.10 Property Owners' will be required to notify Lake Security, either verbally or in writing, at least 24 hours in advance of the anticipated arrival of twenty-five (25) or more guests. Guests may be required to register.

1.11 Members and guests will be required to obey and conform to all Rules and Regulations of the Association. The property owner will be held responsible for the conduct and safety of his guests.

1.12 Members desiring to rent their property will be required to have lessee submit an application to the Board of Directors for approval.

1.13 In accordance with Article VII, Section 4 of the Amended By-laws, a member who rents or leases a home in the Subdivision to a non-member of the Association will be subject to a semi-annual rental fee as determined by the Board of Directors.

1.14 Lessees will be required to obey and conform to all Rules and Regulations applicable to a member of the Association.

1.15 No boat permits will be issued to lessees or renters. Property owner will be required to provide gate passes to their lessee or renter.

1.16 No individual, husband and wife or qualified trust shall be eligible for membership in the Association unless they have equitable or beneficial interests of property rights in a minimum of one full lot as platted in the Subdivision. Joint ownership is acceptable. Partial lots may not be combined to meet the requirement.

1.17 Any member selling their property must have a signed purchase agreement on file in the office prior to March 1st if they have sold their property, but will be unable to close the sale prior to March 1st. If the seller has no written and signed agreement on file at the office, they will be responsible for paying the new year's dues and assessments.

VEHICLES

2.0 For the purpose of this subsection authorized motor vehicles that may be operated on the roadways in the Subdivision will include motor vehicles meeting the licensing requirement of the State of Indiana. Including but not limited to: motor cars, trucks, Neighborhood Electric vehicles, as classified by the United States Department of Transportation, motorized carts, mopeds, motor scooters, motorized bicycles and motorcycles. Vehicles not allowed on the roadways of the Subdivision include but are not limited to: two (2), three (3) and four (4) wheel off road type ATV's and go carts.

2.1 No motor vehicle shall be driven at a speed in excess of 25 MPH on any road located within the Subdivision.

2.2 In accordance with the laws of the State of Indiana, all persons shall hold a valid driver's license before before being permitted to operate a motor vehicle on the roadways within the subdivision. All motorized vehicles operated on the roadways must meet the licensing requirements, including proof of financial responsibility or liability insurance, as required, by the State of Indiana for operation on

public highways. An exception to the above requirement will allow persons 12 years of age and older to operate a motorbike limited to 50cc during daylight hours only. Motorized carts shall also be permitted as defined in Rule 2.9.

2.3 No unlicensed person shall operate or ride upon a motorbike or motorcycle on any roads within the Subdivision without wearing a crash helmet. No bicycle or other vehicle shall be permitted on any road within Subdivision between one-half hour before sunset and one-half hour after sunrise without an illuminated headlight and taillight in good working order and turned on.

2.4 No vehicles of any type will be permitted on the dam or spillway.

2.5 No motor home will be allowed to park within fifty (50) feet of the Lake's high water mark.

2.6 All motorized vehicles shall be restricted to the roadways and property owned by the vehicle owner. No person shall operate a vehicle in a reckless manner, so as to endanger life or property of others. All traffic signs shall be observed.

2.7 No person shall operate any motorized vehicle, which due to vehicle's condition or method of operation shall cause unreasonable or excessive noise.

2.8 A member is responsible for the traffic violations of his or her guests. If the guest does not pay the fine within fourteen (14) days of receiving the ticket, notice of the ticket shall be sent to the member, who shall be required to pay the fine.

2.9 Motorized Carts

(a) As used in this rule “motorized cart” means any conveyance that is motor driven by gas or electricity, and is used to carry passengers or cargo, and that is smaller than normal road type vehicles such as cars or trucks. Motorized carts may be characterized as golf carts, or utility carts. Operators of motorized carts must hold a valid drivers license.

(b) All users of motorized carts shall make application for the use of such vehicles within the subdivision. Application for motorized carts may be made through the Lake Santee Office. A security officer or Lake Manager inspect motorized carts to determine the validity of such application and either approve or disapprove the application. The type of permit issued will determine the usage restriction placed on the motorized cart, day only or day/night. Changing permit type after initial issue will require a new application and re-inspection. The permits will be placed on each side of the vehicle. The board of directors shall determine from time to time the amount of fee to be charged for such permits.

(c) All carts must display 3” lot numbers, of a contrasting color, in the center of each side of the cart, and must have a flag at least 6 feet above the road surface.

(d) All motorized carts shall have a rear facing mirror.

(e) All passengers should be properly seated and the number of passengers should not exceed the number of seats available.

(f) Motorized carts operated after dark will be inspected annually and must be equipped with the following functional safety devices: two (2) white headlights one(1) on each front corner, two (2) red taillights (1) on each of the rear corners, reflectors on each side, turn signals, brake lights, and amber rotating warning light. The front, rear and amber rotating lights must be visible under normal conditions for a minimum of 500 feet.

(g) All gas/diesel motorized carts are required to have a non-modified factory exhaust system.

VEHICLE PERMITS

3.1 Annually, upon payment of dues, assessments and fees, members will be issued vehicle permits, which authorizes access to the private roads and facilities of Lake Santee.

3.2 Member automobile permits will be issued only to those vehicles registered in the name of the deed

holder. A maximum of five gate passes may be requested for use by family members and guests.

3.3 Requests for vehicle permits shall be submitted to the Lake Santee Office. The name of the vehicle owner, model and year of the vehicle may be requested as necessary by the Lake Manager. Registered vehicle permits shall be issued as evidence of receipt of annual dues and assessments.

3.4 Automobile permits must be displayed on the left front bumper, or left windshield, clearly visible to security.

3.5 Vehicle permits shall be issued on an annual basis and shall be in effect from the first day of March until the last day of February the following year.

3.6 It is the responsibility of the member to remove the permit from any vehicle sold or disposed of. A new replacement permit will be issued free of charge when evidence of the old permit is returned. In the event that a permit is stolen it must be reported to the Chief of Security.

BOATING

4.1 Only one boat of each type available is allowed on the Lake per membership. For example only one speed, pontoon, sail, bass and motorized fishing boat will be permitted. A deck boat may be substituted for either a speed or pontoon boat. In addition the member may have a canoe, rowboat, paddle boat, raft, etc. The length of speed, bass & fishing boats shall not exceed 20 feet. Deck boats are not to exceed 22.5 feet. Pontoon boats are not to exceed 28 feet. No watercraft with sleeping or on board toilet facilities will be permitted.

4.2 All boats shall have affixed the property Owners' lot numerals, in a contrasting color, not less than three (3) inches in height. Lot numbers shall be placed in the middle of the boat on each side thereof, clearly visible to the Lake Patrol at all times.

4.3 All watercraft must have a current permit affixed on the port (left) and starboard (right) side of the boat near the lot number or on the left and right side windows prior to launching. Annually, upon payment of dues, assessments and fees, members shall be entitled to purchase registered boat permits, which authorize them access to Lake Santee. Permits will be available in five different classes depending on the type of boat. The Board of Directors shall determine from time to time the amount of fee to be charged for such permits.

4.4 Boat permits shall be purchased on an annual basis and shall be in effect from the first day of March until the last day of February of the following year.

4.5 No person shall operate a boat on Lake Santee unless said boat is owned by a member of the Association. Proof of Ownership shall be by state registration and/or certificate of title, which will be shown before a permit is issued for any motorboat (as defined by Indiana State Law).

a) Members shall certify that they are financially responsible or have liability insurance at the time permits are issued.

4.6 No person under the legal age of 16 years shall be permitted to operate a motorboat or watercraft of more than 5 HP on Lake Santee at any time.

4.7 From sunset to sunrise no person shall operate a watercraft without displaying lights as follows:

a) Motorboats and auxiliary sail boats must display a white 360 degree aft light, or a combination aft and masthead light, at all times while under power or sail,
b) Motorboats and auxiliary sail boats with engine rated 15 hp or greater must display red and green bow lights when under power or sail,
c) Boats with engines less than 15 hp or using only trolling motors must display hand lantern or flashlight (visible for two miles) or white aft light in sufficient time to avoid a collision with any

other boat.

d) All boats when not underway are required to display a white light visible in all directions whenever they are moored or anchored away from the dock between sunset and sunrise.

4.8 The following restrictions shall apply to motorboats while under power. No person shall:

a) Sit on gunnels (sides) or railings of a boat
b) Dangle feet from boat
c) Ride forward of the safety railing on pontoon boats
d) Stand, sit on seat backs or move about while pulling skiers, tubers, etc.
e) Ride on the upper deck of a pontoon.

4.9 All watercraft shall move in a counter clockwise direction with the shoreline on the right side of the power craft.

4.10 Slow moving boats should stay close to the shore.

4.11 No person shall operate a power craft upon Lake Santee during daylight hours at a greater speed than is reasonable, having due regard for traffic, surface and other hazardous conditions, with no power craft to exceed the speed of 35 miles per hour. Except that on Saturdays, Sundays and holidays the speed shall not exceed 30 miles per hour. No person shall operate a power craft upon Lake Santee from dusk to sunrise at a speed greater than idle speed. The period from dusk to sunrise shall be determined by observing the red signal light located at the south end of the Lake. The yellow signal provides a warning period during which you should begin to terminate high-speed operation, skiing and related activities.

4.12 No person shall operate a power craft within or through the shore zone or any cove at a speed greater than 5 miles per hour or a speed that creates a wake. The shore zone means that water area of a uniform width of 100 feet lying parallel and contiguous to the shoreline. The dam shall be considered a shoreline.

4.13 No boat of any type shall be operated within the swimming area adjacent to the Association beaches.

4.14 All watercraft shall have the safety equipment required to meet the current Indiana Boating Laws.

4.15 Docking limit of 15 minutes shall be enforced at the boat launching ramps and a sign shall be placed nearby which states "Docking Limited to 15 Minutes". Selected docks at the main beach and east beach shall be posted and no overnight docking enforced. The sign posted shall state “No Overnight Docking”.

4.16 A person may not operate a power craft on Lake Santee, unless the boat motor is equipped with a muffler or underwater exhaust that muffles or suppresses the sound of the exhaust to prevent excessive and unusual noise at all speeds.

4.17 No person shall moor a boat in an Association slip that has been designated as reserved. Violators will be subject to a daily fine as established by the Board of Directors.

4.18 It shall be prohibited to attach any fixture to any Association dock. Fixtures would include, but not be limited to, fenders boxes, diving boards, ladders, etc. Boat lifts will also not be permitted by Association docks.

SKIING

5.1 Water skiing shall be permitted on Lake Santee from sunrise to dusk, except in the posted fishing area, beach areas and coves. The period from sunrise to dusk shall be determined by observing the green signal light located at the south end of the Lake. The yellow signal provides a warning period prior to

a red signal, during which skiing and related activities shall begin to be terminated.

5.2 There shall never, at any time, be more than two individuals pulled by any power craft.

5.3 No skiing, tubing or other similar water sport activity will be permitted without two (2) occupants in the boat, one for spotter. Spotters will be eight (8) years of age or older.

5.4 Any skier, tuber or anyone engaging in a similar water sport must have on his person a US Coast Guard approved type I, II or III personal flotation device.

5.5 No special equipment will be allowed on the Lake, such as jet skis, ski jumps, ski kites and other equipment used to perform special effects. This list is not all-inclusive and may at the Board's discretion include other equipment as it becomes available. The use of commercially manufactured ski booms will be allowed on weekdays, Saturdays and Sundays from green light AM to 12 noon. Booms will not be allowed on any holiday or any three-day weekend.

SWIMMING

6.1 Swimming shall be at each person's own risk. If lifeguards are on duty they will patrol the main beach only. No lifeguard will be on duty at the east beach.

6.2 When a lifeguard is on duty, he or she will conduct safety checks, lasting no longer than ten minutes every hour as necessary. During this break all swimmers will leave the water.

6.3 Persons may swim in Lake Santee within the following areas:
a) Within 50 feet of the shore line,
b) In the designated beaches marked by buoys. Use of the beaches shall be limited to members and their guests. Members must exhibit a current beach pass, when so requested by Lake Santee Security.

6.4 No person shall use any foam filled or inflatable device in the designated beach areas, with the exception that US Coast Guard approved personal flotation devices may be used if worn in the prescribed manner.

6.5 Glass containers are prohibited in the beach areas.

6.6 No dogs are permitted in the designated beach areas.

6.7 Members may have guests at the beach, but must provide them with a pass or be in their company. Unless a member notifies Security of special circumstances, a person 18 or under holding a pass will be limited to five guests on the beach at any given time. No guests may remain if the pass holder leaves.

FISHING

7.1 Only members of the Association in good standing and their invited guests will be permitted to fish in Lake Santee. Guests must be in the company of a member.

7.2 Largemouth Bass: no fish less than 21 inches shall be removed from the lake. Daily bag limit is set at 1 fish per day.

7.3 Hybrid Striped Bass: no fish less than 21 inches shall be removed from the lake. Daily bag limit is set at 1 fish per day.

7.4 Bluegill: no restrictions.

7.5 Crappie: daily bag limit is set at 25 fish per day.

7.6 Redear Sunfish: daily bag limit is set at 15 fish per day.

7.7 Catfish: no restrictions.

7.8 The following baits are prohibited: gold fish minnows, red hoarse suckers, or carp minnows.

7.9 Trot lines and jug fishing are prohibited.

7.10 No fishing tournaments or contests will be permitted without prior approval of the Board of Directors.

7.11 Members may use a cast net to collect live Gizzard Shad for use as bait fish. Any live Gizzard Shad collected and not used as bait fish must be killed and not returned to the lake. Cast nets may not be used to catch sport fish.

7.12 The use of minnow seines are prohibited on Lake Santee.

SNOWMOBILING

8.1 The use of any snowmobile within the confines of Lake Santee shall be restricted to members, their immediate families and supervised guests. All guests must be accompanied by a property owner in good standing, except when going to or from the member's home.

8.2 All operators must be 16 years of age or older.

8.3 Lot numbers, not less than three (3) inches in height must be placed on both sides of the vehicle where they will be clearly visible.

8.4 A person SHALL NOT OPERATE A SNOWMOBILE

a) On any road in such a manner that would impede the flow of traffic. Cars and trucks have the right-of-way.
b) On any part of the earthen dam or spillway,
c) To hunt, pursue, worry or kill a wild bird or any other domestic or wild animal,
d) Unless it has at least one (1) headlight, one (1) taillight, adequate brakes and is otherwise in good operating condition.
e) At a speed greater than the posted speed limits, having due regard for existing weather and visibility conditions,
f) During the hours from one-half (1/2) hour after sunset to one-half (1/2) hour before sunrise without displaying a lighted headlight and a lighted taillight.
g) Within one hundred (100) feet of ice fishermen, ice skaters, pedestrians or ice fishing shelters, except at a reduced rate of five (5) miles per hour or less,
h) Unless it is equipped with a muffler in good working order,
i) Between 12 midnight and 6 A.M., except in emergencies,
j) On any property without the consent of the landowner or tenant.

8.5 The operator of a vehicle involved in an accident resulting in injuries or property damage, shall notify Lake Security, County Sheriff or State Police.

HUNTING & TRAPPING

9.1 It shall be unlawful, except in an emergency situation, for any person to hunt or trap game birds, game quadrupeds or fur bearing animals on any lands within the Subdivision and it shall be unlawful for any person to discharge any firearm, including air rifles, within the limits of Subdivision.

9.2 The trapping of nuisance animals will be permitted only at the expressed written permission of the Board of Directors.

ALCOHOL & DRUGS

10.1 No person who is under the influence of alcohol or illegal drugs shall operate any motor vehicle, watercraft upon any property owned or controlled by the Association.

10.2 In accordance with the laws of the State of Indiana, no person under the legal age of 21 years shall be permitted to transport, buy, sell, possess, or consume any form of alcohol. Nor shall any person be permitted to transport, buy, sell, possess, or use illegal drugs.

PROPERTY

11.1 The use of tents or tent camping is prohibited by the Subdivision Restrictions of Lake Santee.

11.2 Mobile homes are prohibited by the Subdivision Restrictions.

11.3 Motor homes, defined as a self propelled camper with sanitary facilities designed and manufactured for such use, are permitted in the subdivision for use as temporary camping facilities. Motor homes are not to be used as permanent living quarters. Motor homes on vacant lots must be in use every night or removed from the subdivision. No motor home shall be in the subdivision for more than 14 consecutive days. A five-day interval shall be required between stays. No motor home shall be in use for a total of more than 28 days per year. Motor homes may not be parked on Association access areas or parking lots at night. All motor homes must have current license and registration. Motor homes will not be permitted to be stored within the subdivision.

11.4 All campers other than motor homes, as defined in rule 11.3, are prohibited in the Subdivision, except in the case of a member entering for the singular purpose of loading and unloading, which is limited to 48 hours maximum. The office or security must be notified in advance of arrival. Visitors may leave their campers in the main parking lot, but not overnight. Campers may be stored within the subdivision only if stored in a garage out of sight at all times.

11.5 Property Owners' whose lots adjoin public roads or property adjacent to the Subdivision shall limit access to their property to personal use by fencing, chaining or with a gate, closed and locked. There shall be no new accesses to public roads and/or properties adjacent to Subdivision from Lake Santee properties, excepting County Roads 950 E and 350N.

11.6 Property Owners shall have access to the Lake only through their own property, designated access areas, beaches and the boat ramp access.

11.7 All lots must be mowed and properly maintained. Lots must be mowed not later than May 16 for the first mowing, July 1 for the second mowing and August 16 for the third mowing. Lots not mowed by the owner will be mowed by the Association and the property owner will be billed for services at a rate determined annually by the Board of Directors. Failure to pay mowing bills may result in a lien being filed on that lot, and will affect membership status.

11.8 Boats and/or boat trailers will not be permitted to be parked or stored on Lake access areas, beach

parking areas, or boat ramp access area. Boats must be moored at docks or removed to the property Owners' lot. Boat trailers must be kept on property Owners' lot when boat is moored.

11.9 Cutting of trees on lots without homes shall be limited to the removal of dead or damaged trees unless the owner has written approval from the building committee.

11.10 No trees or shrubbery shall be planted within 15 feet of any road, paved or stone, without the written approval of the building committee.

11.11 It shall be the responsibility of all persons owning, renting, leasing or controlling property including improvements thereon in the Subdivision to maintain such premises in a clean and orderly manner and to a standard conforming to other orderly premises within the Subdivision. No person shall abandon, neglect or disregard the condition or appearance of any property or improvements thereon so as to permit the same to become unclean, unsightly, unsanitary or offensive to the senses of neighbors or other persons viewing such property. No person shall permit the unsightly accumulation of litter, waste or other materials on such property including, but not limited to, waste paper, boxes, rags, cans, bottles, glass, lumber, building materials, metal, unstacked firewood, garbage, brush piles, car parts, machinery, appliances or furniture for a period longer than ten days in any calendar year, unless specifically authorized in writing by the Lake Manager.

11.12 No person shall store in open view any motor vehicle, boat or trailer, which are incomplete, inoperable or in the case of motor vehicles, which are not operated on a regular basis.

11.13 Open burning of leaves, tree limbs, yard trimmings, and scrap lumber shall be permitted within the subdivision. Burning may occur only when wind and humidity are such that it is safe, and when smoke does not lay close to the ground to cause discomfort to any person in the subdivision. No items shall be burned in any road ditch, in any ditch or ravine that could drain into the lake, in the lake bottom when the lake is lowered, on the road or on Lake Santee property except by Lake Santee personnel in acceptable areas. All burn piles must remain at least ten feet from the lake shoreline, and should be extinguished prior to sunset. Barrels for the purpose of burning or the burning of any other unlisted items are prohibited. Campfires are excluded from this rule provided the fuel is limited to firewood only.

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. No treehouse or freestanding, elevated structure shall be permitted in the Subdivision. 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 150 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.

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.

12.16 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.

12.17 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.

12.18 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.

12.19 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.

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

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

12.22 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.

GENERAL

13.1 Any action determined by the Board of Directors to constitute a nuisance, safety or health hazard instituted by any member on property owned by such member or property owned by the Association will not be tolerated.

13.2 It shall be unlawful for any person to deposit, throw or place any cans, bottles, trash, or garbage upon any property or the Lake.

13.3 Individuals or organizations desiring to schedule or conduct any special event on property owned by the Association will be required to obtain permission from the Board of Directors.

13.4 A home sale means the sale of personal property to the general public conducted on any portion of the property owners' lot(s) within the Subdivision.

13.5 No home sale shall be conducted on the same property more than once in a calendar year.

13.6 No home sale shall last more than two consecutive days. A sign not larger than 24" x 36" may be posted during the sale on the lot where the sale is being conducted. No trailblazer signs are permitted.

13.7 A property owner shall give notice to the Lake Santee Office at least seven (7) days in advance of sale. The Board reserves the right to refuse permission to any home sale request.

13.8 Domestic animals must be kept tied or under control and not be permitted to run free. Animals running loose may be picked up and held at the maintenance building or turned over to the applicable county agency. The animal may be reclaimed from the Association by paying such fee as established by the Board of Directors. If reclaiming from the county, fees will have to be paid to that agency as necessary.

13.9 No member shall own, harbor or keep more than three (3) household domestic animals over one (1) year of age. In accordance with the Subdivision Restrictions, no fowl or animals other than customary household pets are to be kept. The number of pens for domestic animals shall be limited to one measuring 150 SF or less, which may be sub-divided, and shall be located in accordance with the Land Restrictions. Building permits are required as specified in rule 12.2. Only chain link, vinyl and wood fencing permitted, no woven wire. Prime consideration shall be given to neighbors when establishing and approving a location. Any shelters within or around the pen shall be such that they appear neat and not detract from the overall appearance. Prefabricated pens should be placed on a level area or prepared level surface.

13.10 Each fall the water level will be lowered beginning the second week of October and the gate will be closed not later than the first day of March the following year. Only in the event of dredging or in an emergency will the gate be opened at any other time. The winter water level will be set between 3 ft. and 5 ft. 9 in. below overflow elevation.

13.11 A disposal site for household trash and recyclables is provided by the Association. Door to door pick-up of trash is prohibited.

13.12 No person shall routinely use roadways, or shoulders of any road to park or otherwise store cars, trucks, trailers, etc. Adequate parking areas shall be maintained on member's property.

13.13 No person shall have any items of equipment within the fenced area of the tennis court, unless appropriate for tennis, game court play or shuffle board. Prohibited equipment includes, but not limited to, bicycles, skates, skateboards and other items with wheels; with the exception of wheelchairs.

13.14 Quiet time on Friday & Saturday nights shall begin at 12 am (midnight) and Sunday through Thursday nights shall begin at 10 PM.

13.15 All signs are prohibited by the Subdivision Restrictions unless approved by the Board. All signs must be conservative in color and design, maintained in good condition, properly mounted and displayed in such manner that they appear neat and straight.

1) The following are permitted:
   a) Real Estate signs, maximum 24” x 36”, maximum of two per lot, 25’ minimum from the road.
   b) Contractor’s signs on property where work is performed, maximum 24” x 36”, two per lot, 25’ from the road.
   c) Home sale signs, maximum 24” x 36”, one on lot where sale is held, two days maximum, one at bulletin board at main entrance
   d) Signs indicating owner’s name and/or lot number.
   e) “For Sale” signs for boats and vehicles, maximum 16” x 16”, maximum two items for sale, duration not to exceed three months per year.
   f) In compliance with Indiana Code political signs may be displayed by a property owner on the property owner’s lot:
      1. During the period between thirty (30) days before and five (5) days after the date of the election to which the signs relate.
      2. No more than two (2) signs may be displayed on a lot.
      3. Signs may not exceed 24” by 36”.
      4. The association may remove any signs that are not in compliance.
2) The following are specifically not permitted:
   a) Trail blazer signs for any event
   b) “For sale” signs for personal property other than as in (c) and (e) above.

13.16 Skateboarding in the vicinity of the community building and parking area is prohibited.

13.17 Placing of Christmas trees, tires or other material in Lake Santee is prohibited.

13.18 Solicitation within the confines of Lake Santee Subdivision will be prohibited without the express permission of the Board of Directors.

13.19 No person shall park construction trucks, equipment or trailers on Santee Drive between the hours of 7:00 am to 9:00 am and 3:00 pm to 5:00 pm on school days.

SECURITY

14.1 The Board of Directors of the Association has approved the operating policies for an authorized security agency known as Lake Santee Security. Lake Santee Security will be responsible for the enforcement of these Rules and Regulations as approved by the Board of Directors, as well as assisting in the enforcement of applicable federal, state and local laws. This shall be accomplished by working closely with law enforcement agencies.

14.2 Any person who violates any rule or regulation of the Association shall be given either a verbal warning, written warning, citation, pre- determined fine or referred to the Board of Directors for further action.

14.3 Violators may be held in custody pending notification of the proper authorities, or the parents or legal guardian in the case of minors.

14.4 No person shall disregard or be disrespectful to a security officer.

COMMUNITY ROOM

15.1 WHO MAY USE:

a) The Association and Utility Boards and committees of the Boards may reserve the community room for events as needed.
b) Lake Santee clubs and organizations may reserve the community room for club meetings and Board approved events.
c) Members in good standing may reserve the community room for approved activities.
d) Members in good standing may use the community room at no charge, when activities are posted as open hours, private activities not included.
e) Open hours may be scheduled at any time the room is available, but shall be cancelled for a paying reservation.
f) The community room is not available to the general public, unless approved by the Board of Directors.

15.2 ACTIVITIES PERMITTED

a) In general the community room will be available for meetings, dances, reunions, anniversaries, birthdays, showers, card parties, club meetings and other activities as approved by the House Committee.
b) All activities shall be conducted in compliance with all applicable federal, state and local laws, as well as within the Rules and Regulations of the Association.
c) Any activity judged by the House Committee or the Board to be destructive to the community room facilities or to be otherwise improper shall not be permitted.
d) The Board of Directors reserves the right to refuse any individual, club, or organization the right to use the community room.
e) Any activity at which food, drink, or other items are offered for sale, or at which admission or cover charges are contemplated must have prior approval of the House Committee.

15.3 FACILITIES AVAILABLE

a) The community room is 28 x 40.75 feet in size, or 1,141 square feet.
b) Kitchen facilities are provided to facilitate the warming, cooling, and serving of carry-in or catered

foods. It is not to be used for total meal preparation.
c) Table service is not available.
d) Handicap accessible restrooms are available within the community room.
e) The outside patio may be used.
f) The room is fully carpeted except for the Kitchen area.
g) Access shall be by means of the lakeside double doors.
h) A bulletin board is available to post items of general interest.
i) Occupancy of the community room is limited to 76 persons.
j) Eighty folding chairs are available along with ten tables, each 8 ft. x 30 in.

15.4 HOURS

a) Sunday through Thursday: all activities shall cease prior to 10:00 p.m. (cleanup may continue quietly).
b) Friday and Saturday: All activities shall cease prior to 12:00 midnight (cleanup may continue quietly).
c) The hours may be extended by the Board of Directors for special functions.

15.5 FEES & DEPOSITS

a) All functions of the Association or District, their designated committees, and Lake Santee clubs and organizations will be permitted without charge.
b) Functions limited to three hours or less shall be charged $45.00 rental and $45.00 damage deposit. This would include meetings, birthday parties, showers, etc.
c) Daytime functions of more than three hours duration and concluding prior to 6:00 p.m. shall be charged $115.00 rental and $115.00 damage deposit.
d) Functions beginning after 6:00 p.m. of more than three hours duration, (other than wedding receptions) shall be charged $125.00 rental and $125.00 damage deposit.
e) Functions running through the afternoon and continuing past 6:00 p.m. (other than wedding receptions) shall be charged $175.00 rental and $175.00 damage deposit.
f) Wedding receptions shall be charged $235.00 rental and $235.00 damage deposit.
g) All monies shall be collected by personnel in the Lake Santee Office.
h) Damage deposit will be refunded within 48 hours of function, but not until the facilities have been thoroughly inspected. Deposit will have to be picked up at the Lake Santee Office or received by mail as requested.
i) If inspection reveals incomplete cleanup, and time allows, renter will be contacted for immediate follow up action. Otherwise, cleanup will be completed by personnel who will be paid with all or part of the damage deposit as necessary.
j) If inspection reveals damage exceeding normal wear and tear, renter will be contacted to discuss and view damage. All or part of the damage deposit will be applied to replace items or repair items damaged as deemed necessary by the House Committee.
k) A lost key will result in a loss of $25.00 of the damage deposit.

15.6 SCHEDULING

a) All scheduling shall be done by personnel in the Lake Santee Office during regular office hours.
b) A calendar of events and reservations will be available in the office and published in the Smoke Signals.
c) The Association and Utility Boards, committees of the Boards, and Lake Santee clubs, and organizations may schedule the community room up to one year in advance.
d) Members may reserve the community room up to six months in advance.
e) A contract must be completed and signed at the time a reservation is made requiring a rental fee. A copy of the contract and rules will be provided to the renter.
f) The rental fee is due at the time of contract signing and the damage deposit is due when the key is issued.
g) Full refunds of advance rental will be given for cancellations made fourteen (14) days or more prior to the date reserved. Within the fourteen days of the reserved date, refunds will be given only when cancellation is due to uncontrollable circumstances. The decision to refund is to be made by the House Committee.

15.7 DECORATING

a) No nails, staples, tacks, or tape are to be used on walls ceilings, doors, or trim.
b) Extreme caution must be exercised when using candles.
c) If scheduling permits, decorating may be done in advance of reservation time.
d) Extreme caution must be exercised when using candles.
e) If scheduling permits, decorating may be done in advance of reservation time.

15.8 CLEANUP

a) The community room including the kitchen, floors, and bathrooms shall be cleaned. The cleanliness of each should meet or surpass the conditions prior to use.
b) The area outside of community room must be policed for litter resulting from the function.
c) All trash must be removed prior to leaving the community room, and disposed of by persons in charge.
d) Final cleanup may be completed the following morning if prior approval is received, no events are scheduled and cleanup is completed by 10:00 am.
e) Every effort will be made to provide the necessary cleaning equipment. Trash bags and cleaning supplies are the responsibility of the renter.
f) All tables and chairs are to be stored in the designated closets
g) Follow the prepared checklist when cleaning and closing the room.
h) Key must be returned to office not later than 12 noon the following day.

15.9 EQUIPMENT USAGE

a) Tables, chairs, and other equipment shall not be removed from the community room.

15.10 GENERAL PROVISIONS

a) Open hours require the presence of a responsible adult supervisor.
b) The member scheduling the rental function must attend that function.
c) Keys shall be made available to:
1) Manager
2) Security Officers
3) House Committee Chairperson
5) President of Women's Club
6) President of Kiwanis
7) Housekeeper

Other persons and organizations must sign keys out during regular business hours and return to office by 12:00 noon the day following the event.
d) No wet swimsuits will be permitted in the community room.
e) No pets are allowed.
f) No smoking shall be permitted at any time.
g) No minors will be permitted without adult supervision.
h) Any member responsible for duplicating or allowing the duplication of a community room key shall be denied future use of the facilities for a period to be determined by the House Committee.
i) The stairway door to the upstairs is to be used as an emergency exit only, unless the operators of the restaurant are involved in the function.

15.11 ENFORCEMENT OF THE COMMUNITY ROOM RULES & REGULATIONS

a) Enforcement is the primary responsibility of the sponsoring organization or member.
b) Enforcement may be by any Board Member, Lake Santee employee, Lake Santee Security, or member of the House Committee.
c) Where punitive action is deemed necessary by the House Committee or the Association Board of Directors, enforcement shall be as provided for in the Association By-laws, under RULES, REGULATIONS AND LEGAL COMMITTEE.

AMPHITHEATER

16.1 WHO MAY USE:

a) The Association Board may reserve the Amphitheater for events as needed.
b) Lake Santee clubs and organizations may reserve the Amphitheater for Board approved events.
c) Members in good standing may reserve the Amphitheater for approved activities.
d) The Amphitheater is not available to the general public, unless approved by the Board of Directors.

16.2 ACTIVITIES PERMITTED

a) All activities shall be conducted in compliance with all applicable federal, state and local laws, as well as within the Rules and Regulations of the Association.
b) Any activity judged by the Board to be destructive to the facilities or to be otherwise improper shall not be permitted.
c) The Board of Directors reserves the right to refuse any individual, club, or organization the right to use the Amphitheater.
d) Any activity at which food, drink, or other items are offered for sale, or at which admission or cover charges are contemplated must have prior approval of the Board.

16.3 FACILITIES AVAILABLE

a) The Amphitheater is hexagon 31' at the widest x 15'6" maximum depth in size, or 305.78 square feet.
b) Handicap accessible restrooms are available within the Beach restroom.

16.4 HOURS

a) Sunday through Thursday: all activities shall cease prior to 10:00 p.m. (cleanup may continue quietly).
b) Friday and Saturday: All activities shall cease prior to 12:00 midnight (cleanup may continue quietly).
c) The hours may be extended by the Board of Directors for special functions.

16.5 FEES & DEPOSITS

a) All functions of the Association, their designated committees, and Lake Santee clubs and organizations may be permitted without charge, unless special permit fees are required.
b) Functions limited to three hours or less shall be charged $45.00 rental and $45.00 damage deposit, plus any applicable permit or legally required fees.
c) Daytime functions of more than three hours duration and concluding prior to 6:00 p.m. shall be charged $115.00 rental and $115.00 damage deposit, plus any applicable permit or legally required fees.
d) Functions beginning after 6:00 p.m. of more than three hours duration shall be charged $125.00 rental and $125.00 damage deposit, plus any applicable permit or legally required fees.
e) Functions running through the afternoon and continuing past 6:00 p.m. shall be charged $175.00 rental and $175.00 damage deposit plus any applicable permit or legally required fees.
f) All monies shall be collected by personnel in the Lake Santee Office.
g) Damage deposit will be refunded within 48 hours of function, but not until the facilities have been thoroughly inspected. Deposit will have to be picked up at the Lake Santee Office or received by mail as requested.
h) If inspection reveals incomplete cleanup including outside trash containers, and time allows, renter will be contacted for immediate follow up action. Otherwise, cleanup will be completed by lake personnel who will be paid with all or part of the damage deposit as necessary.
i) If inspection reveals damage exceeding normal wear and tear, renter will be contacted to discuss and view damage. All or part of the damage deposit will be applied to replace items or repair items damaged as deemed necessary by the Lake Office personnel or the Board.

16.6 SCHEDULING

a) All scheduling shall be done by personnel in the Lake Santee Office during regular office hours.
b) A calendar of events and reservations will be available in the office.
c) The Association Board, and Lake Santee clubs, and organizations may schedule the Amphitheater up to one year in advance.
d) Members may reserve the Amphitheater up to six months in advance.
e) A contract must be completed and signed at the time a reservation is made requiring a rental fee. A copy of the contract and rules will be provided to the renter.
f) The rental fee is due at the time of contract signing and the damage deposit is due 48 hours prior to the approved event.
g) Full refunds of advance rental will be given for cancellations made fourteen (14) days or more prior to the date reserved. Within the fourteen days of the reserved date, refunds will be given only when cancellation is due to uncontrollable circumstances. The decision to refund is to be made by the Lake Santee Lake personnel or the Board.

16.7 DECORATING

a) No nails, staples, tacks, or tape are to be used on walls ceilings, or trim.
b) No open flames will be used in or around the Amphitheater
c) If scheduling permits, decorating may be done in advance of reservation time.

16.8 CLEANUP

a) The Amphitheater and surrounding area shall be cleaned. The cleanliness of each should meet or surpass the conditions prior to use.
b) The area surrounding the Amphitheater must be policed for litter resulting from the function.
c) All trash must be removed prior to leaving the area of the Amphitheater, and disposed of by persons in charge.
d) Final cleanup may be completed the following morning if prior approval is received, no events are scheduled and cleanup is completed by 10:00 am.
e) Trash bags and cleaning supplies are the responsibility of the renter.
f) Follow the prepared checklist when cleaning.

16.9 EQUIPMENT USAGE

a) Tables, chairs, and other equipment shall not be removed from the community room for use in connection with the Amphitheater.

16.10 GENERAL PROVISIONS

a) Amphitheater hours require the presence of a responsible adult supervisor.
b) The member scheduling the rental function must attend that function.
c) No wet swimsuits will be permitted in the Amphitheater
d) No pets are allowed.
e) No minors will be permitted without adult supervision.
f) If the user/renter needs equipment at the Amphitheater for an event that requires delivery by vehicle to the site, such vehicles may be driven to the site for unloading and loading if the condition of the site is favorable. All vehicles must be returned to the parking lot or a designated area after unloading or loading. Unloading or loading at the site should be kept as short as possible however in no case be longer than two (2) hours. Site conditions will be determined prior to any event by the Lake office.
g) Any member misusing the Amphitheater or allowing misuse of the Amphitheater shall be denied future use of the facilities for a period to be determined by the Board

16.11 ENFORCEMENT OF THE AMPHITHEATER RULES & REGULATIONS

a) Enforcement is the primary responsibility of the sponsoring organization or member.
b) Enforcement may be by any Board Member, Lake Santee employee, Lake Santee Security, or

member of the office staff

c) Where punitive action is deemed necessary by any of the above or the Association Board of Directors, enforcement shall be as provided for in the Association By-laws, under RULES, REGULATIONS AND LEGAL COMMITTEE.

BOARD OF DIRECTORS
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