



DAVID BRENTON'S TEAM

RE/MAX Select, REALTORS

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The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

The information is deemed reliable, but not guaranteed.

LAKE SANTÉE

**Property Owners
Association, Inc.**

RULES & REGULATIONS

REVISED MARCH 2000

The following rules and regulations are applicable to all land and water areas in the Lake Santee 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 Warranty Deed 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.

MEMBERSHIP

- 1.1 Application for membership in the Lake Santee Property Owners' Association should be made, via the Lake 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 application has been submitted.
- 1.3 In accordance with Article I, Section 1, no corporation, partnership, joint venture or other legal entity except an adult individual or a husband and wife, shall be eligible for membership in the Association. An individual who has equitable or beneficial interests of property rights within Lake Santee Subdivision shall apply, on their own behalf, for membership in the Association.
- 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. 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 member becomes delinquent for two years, a lien may be filed against their property. If a property is to be sold, all delinquent dues, assessments and fees must be paid in full before a new owner can be considered for membership.
- 1.8 Only members in good standing and whose dues, assessments and fees are paid current will be permitted use of facilities of the Lake Santee Property Owners' 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 Guests will be required to obey and conform to all Rules and Regulations applicable to a member of the Lake Santee Property Owners' 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 Lake Santee 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 Lessee will be required to obey and conform to all Rules and Regulations applicable to a member of the Lake Santee Property Owners' Association.
- 1.15 No boat stickers will be issued to lessees or renters. Property owner will be required to provide gate passes to lessee or renter.

VEHICLES

- 2.1 All roads within the Lake Santee Subdivision shall be used only by members of the Lake Santee Property Owners' Association and their invited guests. All members and guests shall abide by the rules and regulations and as directed by Lake Santee Security.
- 2.2 No motor vehicle shall be driven at a speed in excess of the posted speed on any road located within the Lake Santee Subdivision, and no where shall speed be in excess of 25 miles per hour.
- 2.3 In accordance with the laws of the State of Indiana, all persons shall be 16 years of age and hold a valid driver's license, before being permitted to operate a motor vehicle on the roadways within the Lake Santee Subdivision; with the exception that persons 12 years of age and older will be permitted to operate a motorbike limited to 50 cc during daylight hours only. All motorized vehicles operated on the roadways must meet the licensing requirements set by the State of Indiana for operation on public

14.3 FACILITIES AVAILABLE

- a) The community room is 28 x 48 feet in size, or 1,344 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) Restrooms are available within the community room.
- e) The outside patio may be used.
- f) The room is fully carpeted except for the dance 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 90 persons.
- j) Eighty folding chairs are available along with ten tables, each 8 ft. x 30 in.

14.4 HOURS

- a) Sunday through Thursday: all activities shall cease prior to 11:00 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.

14.5 FEES & DEPOSITS

- a) All functions of the Board, 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 \$35.00 rental and \$35.00 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 \$100.00 rental and \$100.00 damage deposit.
- d) Functions beginning after 6:00 of more than three hours duration, (other than wedding receptions) shall be charged \$100.00 rental and \$100.00 damage deposit.
- e) Functions running through the afternoon and continuing past 6:00 p.m. (other than wedding receptions) shall be charged \$150.00 rental and \$150.00 damage deposit.
- f) Wedding receptions shall be charged \$200.00 rental and \$200.00 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.

SCHEDULING

- a) All scheduling shall be done by personnel in the Lake Santee Office during regular office hours. Phone number (812) 527-2943.
- b) A calendar of events and reservations will be available for review by any member, published in the Smoke Signals, and posted in the community room.
- c) The Association, committees of the Board, 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 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.

DECORATING

- a) No nails, staples, tacks, or tape are to be used on walls ceilings, doors, or trim.
- b) A strip is provided at the juncture of the walls and ceiling for hanging of decorations.
- c) Only cellophane tape may be used, with the exceptions noted in item (b) above.
- d) Extreme caution must be exercised when using candles.
- e) If scheduling permits, decorating may be done in advance of reservation time.

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 is completed by 10:00 am.

side of the power craft.

4.10 Pontoons and 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 then existing, with no power craft to exceed the speed of 35 miles per hour. Provided, however, 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 Property Owners' 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".

4.16 A person may not operate a motor boat on Lake Santee waters, 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.

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. This pertains to 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. On Saturday and Sunday the boom will be allowed only from green light AM to 12 noon. Use of booms will not be allowed on any holiday or any three-day weekend celebration.

SWIMMING

6.1 Swimming shall be at each person's own risk. Lifeguards, when on duty, 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 areas designated as the "Beach Areas" as marked by buoys. Use of the beach areas shall be limited to members and their guests. Members may be required to 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 waters of the beach areas. With the exception that US Coast Guard approved personal flotation devices may be used if worn in the prescribed manner.

6.5 Possession of glass containers or picnic lunches on the Property Owners' beach areas by any person is prohibited. Thermos bottles or jugs, which if broken will contain glass particles within the outer shell are permitted.

6.6 It is prohibited for any person to bring a dog or other pet into the water of any property Owners' beach or 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 pass holder leaves.

FISHING

7.1 Only members of the Lake Santee Property Owners' 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 No largemouth or smallmouth bass measuring 12" to 16" in overall length shall be removed from the Lake. No hybrid striped bass under 16" in length shall be removed from Lake Santee, and no more than one hybrid Striped bass over 16" in length can be removed per day.

7.3 Possession limit on bass and walleye will be ten of one species or multiple of these for a total of ten fish per person per day; they all must be of legal size as stated.

7.4 There will be no regulations set for pan fish, consisting of blue gill, crappie, sunfish or perch.

7.5 Bait will be allowed as long as none of the following live baits are used: no goldfish minnows, red horse suckers, carp minnows or shad will be allowed at any time to be used in Lake Santee waters.

7.6 No trotlines of any kind will be allowed in Lake waters, nor will jug fishing be allowed in Lake waters.

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

SNOWMOBILING

The Board of Directors, in adopting these Rules and Regulations, hope to instill a sense of safety, responsibility and common sense in our snowmobiling property Owners', so that they respect the property and privacy of their neighbors, friends and fellow property Owners'. It is not our goal to curtail the fun and activities of our property Owners', but to make snowmobiling a SAFE and ENJOYABLE winter sport for all.

8.1 The use of any snowmobile within the confines of Lake Santee, defined by the official Lake Santee map, shall be restricted to members, their immediate families and supervised guests. Members are responsible for imparting these regulations to snowmobiling family members and 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 Operators and Owners' of snowmobiles use them at their own risk and assume FULL responsibility of operating their vehicles safely and ensuring that the Lake surface is frozen adequately safe for such activity, when the Lake is frozen over and Lake snowmobiling is contemplated.

8.3 Indiana law requires a valid driver's license on all-public highways. All operators must be 16 years of age or older unless accompanied by an adult.

8.4 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.

8.5 Helmets are suggested safety equipment.

8.6 A person SHALL NOT OPERATE A SNOWMOBILE:

a) On any road in such a manner that would impede the flow of traffic of four-wheeled vehicles, such as cars and trucks. Cars and trucks have the right-of-way on any road in the lake area. The operator of a snowmobile shall bring his vehicle to a complete stop before proceeding across any road and shall yield the right-of-way to all traffic,

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 rate of speed greater than is reasonable and proper, nor in excess of posted speed limits on Lake roads, having due regard for existing weather and visibility conditions,

f) While under the influence of intoxicating liquor, narcotics or habit-forming drugs,

g) 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,

h) On Lake, cove or stream ice when such operation would be deemed hazardous, because of ice or weather conditions,

i) 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,

j) Unless it is equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise and annoying smoke,

k) Within one hundred (100) feet of a dwelling, between 12 midnight and 6 A.M.; except on his own property under his control, or as an invited guest. All designated roadways qualify as being under the control of the Property Owners' Association,

l) On any property without the consent of the landowner or tenant.

8.7 The operator of a vehicle involved in an accident resulting in injuries to, or death of any person, or property damage in an estimated amount of one-hundred (100) dollars or more shall immediately, by the quickest means of communications available, notify one of the following: Lake Security Officer, Lake Manager, Office, any board member, County Sheriff or State Police.

8.8 In the event of any emergency involving access to snow-bound persons unapproachable by conventional vehicles on the Lake, it is hoped that all snowmobile Owners' will make themselves and their vehicles available to the Association.

HUNTING & TRAPPING

9.1 It shall be unlawful for any person to hunt or trap game birds, game quadrupeds or fur bearing animals on any lands within Lake Santee Subdivision and it shall be unlawful for any person to discharge any firearm, including air rifles, within the limits of Lake Santee 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, narcotic drugs or opiates shall operate

any motor vehicle, boat or watercraft upon any property owned or controlled by Lake Santee Property Owners' 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 (including beer, wine, liquor, and liqueur). Nor shall any person be permitted to transport, buy, sell, possess, or use illegal drugs or opiates (including marijuana).

PROPERTY

- 11.1 The use of tents or tent camping is prohibited by the Warranty Deed 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, except members currently storing a motor home at their residence within the subdivision as of November 1, 1997 will be permitted to continue to store that same motor home until November 1, 2002.
- 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 Access to all property shall be by an approved driveway with an eighteen (18) inch culvert, unless a specific request for a smaller culvert is approved by the building committee.
- 11.6 Current property Owners' whose lots adjoin public roads and property adjacent to Lake Santee Subdivision shall limit access to their property to personal use by fencing, chaining or with a gate, closed and locked, except for their personal ingress and egress in their personal passenger vehicle. There shall be no new accesses to public roads and/or properties adjacent to Lake Santee Subdivision from Lake Santee properties, excepting County Road 950 E and Paradise Road.
- 11.7 Property Owners' who do not own lake front lots shall have access to the lake only through designated access areas, beaches, and the marina.
- 11.8 All lots must be mowed and properly maintained. Lots must be mowed not later than June 1 for the first mowing and August 15 for the second mowing. Lots not mowed by the owner will be mowed by Lake Santee and the property owner 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, as well as affecting membership status.
- 11.9 Boats and/or boat trailers will not be permitted to be parked or stored on lake access areas, beach parking areas, or marina parking 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.
- 11.10 All plans for houses, garages, and storage buildings over 150 square feet, must include complete plot plan, showing a sewage system if applicable, complying with the Warranty Deed Restrictions. The plans then must be submitted to the County Board of Health and the Area Planning Commission for approval and issuance of permit.
- 11.11 Plans for any structure, including houses, boat docks, garages, storage buildings, satellite dishes over 18" in diameter, etc. must include a complete plot plan which complies with the Warranty Deed Restrictions and shall be submitted to the building committee for approval, and the issuance of a permit, prior to start of construction. A complete set of construction plans, including floor plans and exterior elevations shall also be required for houses or house additions.
- 11.12 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.
- 11.13 Plans for swimming pools must be approved by the Building Committee. They must conform to the State and County Codes and Warranty Deed setback restrictions. The application must be accompanied by full plot plans and specifications.
- 11.14 Building permits will expire twelve (12) months after date of issue if construction has not started.
- 11.15 Gazebos will be considered ornamental structures, not a second building, and will be no more than 50 SF in area and conform to Warranty Deed setback restrictions. Gazebos may be screened in, but must retain 60% open or screened area. These structures require building permits and plot plans prior to the start of construction.
- 11.16 To issue a building permit for a new home, the property must be surveyed at the Owners' expense by a registered land surveyor.
- 11.17 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.

- 11.18 Outbuildings over 150 SF in size, including carports, shall have continuous masonry foundations and shingle roofing. 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 for any covered area, except over boat docks.
- 11.19 Modular homes meeting established specifications only will be approved.
- 11.20 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.
- 11.21 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.
- 11.22 Property Owners', when landscaping or working along road right of ways, have the responsibility to insure that proper drainage of the roadways is maintained to the satisfaction of the building committee. No water shall be shed onto or near the roadway, but shall find suitable outlet through open ditches, tiling or catch basins as needed. Work performed without approval in violation of this rule will necessitate removal or re-landscaping as needed to provide correct and adequate water drainage.
- 11.23 No trees or shrubbery shall be planted within 15 feet of any road, paved or stone, without the written approval of a member of the building committee. The purpose is to avoid narrowing or overhanging the roadways and obstructing sight of motorists.
- 11.24 It shall be the responsibility of all persons owning, renting, leasing or controlling property including improvements thereon in the Lake Santee Subdivision to maintain such premises in a clean and orderly manner and to a standard conforming to other orderly premises within the Lake Santee 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.
- 11.25 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.
- 11.26 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.
- 11.27 The burning of leaves shall be permitted only when wind and humidity are such that it is safe, but when smoke does not lay close to the ground to cause discomfort to any person in the subdivision. All burning shall cease and all fires be extinguished prior to sunset. Property Owners' are encouraged to dispose of leaves without burning.
- 11.28 No person shall place or burn any debris including leaves, grass clippings or branches in any road ditch, in any ditch or ravine could drain into the Lake, or is within ten feet of the shoreline of 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.
- 11.29 Barrels for the purpose of burning will not be permitted. Open burning of household trash and garbage is prohibited within the confines of the Lake Santee Subdivision.

GENERAL

- 12.1 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. In the event of such occurrence the Board of Directors shall notify offender of such offensive activity and such offender shall abate such activities within the time allocated by the Board of Directors or such offender shall be subject to the penalties as provided herein.
- 12.2 It shall be unlawful for any person to deposit, throw or place any cans, bottles, trash, or garbage upon any property, including Lake Santee, owned or controlled by Lake Santee Property Owners' Association. Suitable trash containers are located at the beaches, picnic areas, and at the entrance to the Lake.
- 12.3 Individuals or organizations desiring to schedule or conduct any race, regatta, or special event on property owned by the Lake Santee Property Owners' Association will be required to obtain permission from the Lake Santee Board of Directors.
- 12.4 A home sale means the sale of personal property to the general public conducted on any portion of the property's Owners' lot(s) within Lake Santee Subdivision. This includes, but is not limited to, garage sales, patio sales, basement sales, porch sales, driveway sales, rummage sales, or moving sales.
- 12.5 No home sale shall be conducted on the same property more than once in a twelve (12) month period.

12.6 No home sale shall last more than two consecutive days.

12.7 A property owner shall give notice to the Lake Manager at least seven (7) days in advance of sale.

12.8 The Board reserves the right to refuse permission to any home sale request.

12.9 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 from time to time by the Board of Directors. If reclaiming from the county, fees will have to be paid to that agency as necessary.

12.10 No member shall own, harbor or keep more than three (3) household domestic animals over one (1) year of age. In accordance with the Land 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 and established guidelines applying to building locations. Building permits are required as specified in rule 11.10. Only chain link 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.

12.11 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.

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

12.13 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.

12.14 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 wheel chairs.

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

SECURITY

13.1 The Board of Directors of Lake Santee Property Owners' 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.

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

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

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

COMMUNITY ROOM

4.1 WHO MAY USE:

a) The Board of Directors and committees of the Board 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 anytime the room is available.

f) The community room is not available to the general public, unless approved by the Board of Directors.

1.2 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 Lake Santee Property Owners' Association, Inc.

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.

14.3 FACILITIES AVAILABLE

a) The community room is 28 x 48 feet in size, or 1,344 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) Restrooms are available within the community room.

e) The outside patio may be used.

f) The room is fully carpeted except for the dance 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 90 persons.

j) Eighty folding chairs are available along with ten tables, each 8 ft. x 30 in.

14.4 HOURS

a) Sunday through Thursday: all activities shall cease prior to 11:00 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.

14.5 FEES & DEPOSITS

a) All functions of the Board, 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 \$35.00 rental and \$35.00 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 \$100.00 rental and \$100.00 damage deposit.

d) Functions beginning after 6:00 of more than three hours duration, (other than wedding receptions) shall be charged \$100.00 rental and \$100.00 damage deposit.

e) Functions running through the afternoon and continuing past 6:00 p.m. (other than wedding receptions) shall be charged \$150.00 rental and \$150.00 damage deposit.

f) Wedding receptions shall be charged \$200.00 rental and \$200.00 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.

SCHEDULING

a) All scheduling shall be done by personnel in the Lake Santee Office during regular office hours. Phone number (812) 527-2943.

b) A calendar of events and reservations will be available for review by any member, published in the Smoke Signals, and posted in the community room.

c) The Association, committees of the Board, 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 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.

DECORATING

a) No nails, staples, tacks, or tape are to be used on walls ceilings, doors, or trim.

b) A strip is provided at the juncture of the walls and ceiling for hanging of decorations.

c) Only cellophane tape may be used, with the exceptions noted in item (b) above.

d) Extreme caution must be exercised when using candles.

e) If scheduling permits, decorating may be done in advance of reservation time.

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 is completed by 10:00 am.

side of the power craft.

4.10 Pontoons and 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 then existing, with no power craft to exceed the speed of 35 miles per hour. Provided, however, 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 Property Owners' 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".

4.16 A person may not operate a motor boat on Lake Santee waters, 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.

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. This pertains to 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. On Saturday and Sunday the boom will be allowed only from green light AM to 12 noon. Use of booms will not be allowed on any holiday or any three-day weekend celebration.

SWIMMING

6.1 Swimming shall be at each person's own risk. Lifeguards, when on duty, 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 areas designated as the "Beach Areas" as marked by buoys. Use of the beach areas shall be limited to members and their guests. Members may be required to 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 waters of the beach areas. With the exception that US Coast Guard approved personal flotation devices may be used if worn in the prescribed manner.

6.5 Possession of glass containers or picnic lunches on the Property Owners' beach areas by any person is prohibited. Thermos bottles or jugs, which if broken will contain glass particles within the outer shell are permitted.

6.6 It is prohibited for any person to bring a dog or other pet into the water of any property Owners' beach or 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 pass holder leaves.

FISHING

7.1 Only members of the Lake Santee Property Owners' 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 No largemouth or smallmouth bass measuring 12" to 16" in overall length shall be removed from the Lake. No hybrid striped bass under 16" in length shall be removed from Lake Santee, and no more than one hybrid Striped bass over 16" in length can be removed per day.