

FOR OFFICE USE ONLY (revised 12/14/18)

Permit # _____ Date Permit Issued _____

Check Amount _____ Check # _____

ACC Fee _____

Deposit _____

Water/Sewer Hookup (new home) _____

Cash Security Deposit or Letter of Credit (new home) _____

Contractor's Liability Insurance Included YES/NO On File YES/NO

Deposit Refund Request

Refund Date _____ Refund Amount _____ Refund Approval _____

**LAKE FOREST ESTATES COMMUNITY ASSOCIATION PERMIT APPLICATION
ARCHITECTURAL CONTROL COMMITTEE (ACC)**

I (we), the undersigned are familiar with and will comply with Articles VII and IX of the Lake Forest Estates, Inc. Covenants and Restrictions (blue book), Articles XIV and XV of the Lake Forest Estates Community Association By-Laws (green book) and all attachments to the ACC Construction Regulations packet. The rules and regulations are available online at www.lakeforestestatesmo.com.

Owners not having these books or packets may obtain a copy by contacting the Association office at 573-483-9861.

If you have any questions pertaining to construction, please contact the office at 573-483-9861 or by emailing lakeforest63670@gmail.com and your information will be turned over to an ACC committee member.

OWNER'S NAME _____ LOT # _____

ADDRESS _____ PHONE # _____

OWNER'S SIGNATURE _____ DATE _____

CONTRACTOR'S NAME _____

CONTRACTOR'S PHONE # _____

CONTRACTOR'S SIGNATURE _____ DATE _____

ALL PROJECTS USING EQUIPMENT OR A CONCRETE TRUCK DELIVERY REQUIRE A \$500 DEPOSIT

PLEASE INDICATE WHICH PERMIT TYPE YOU ARE APPLYING FOR:

- NEW HOME CONSTRUCTION – \$6300 as follows**
\$100.00 Permit Fee - \$2000 Deposit from homeowner+ \$3000 cash security deposit or can furnish an irrevocable letter of credit for \$3000 from the bank to Lake Forest. This can come from the homeowner or the builder – \$1200 non-refundable water and sewer hookup required for new homes
- HOME ADDITION, LAKE WALL OR OTHER MAJOR PROJECT - \$1050 as follows**
\$50.00 Permit Fee - \$1000.00 Deposit
- PATIO, DRIVEWAY, BOAT HOUSE, OR OTHER MINOR PROJECT - \$550 as follows**
\$50.00 Permit Fee - \$500.00 Deposit (Use of concrete truck and/or other equipment)
- DECK, COVERED PORCH/DECK, BOAT HOUSE, OR OTHER BUILDING CHANGE - \$50**
\$50.00 Permit Fee – No deposit required
- MAJOR LANDSCAPE PROJECT, DOG RUN OR KENNEL, TREE REMOVAL**
No Permit Fee - **\$500.00 Deposit may be required** depending on use of equipment
- IRRIGATION SYSTEM - \$500**
No Permit fee - \$500 deposit with ACC inspection upon completion.

The Board of Directors and the ACC reserves the right to specify permit type per their discretion.

Permit expiration date for new home construction is 7 months; driveway, sidewalks and patios is 2 months; covered boat slip, lake wall or home addition is 3 months.

Requests for water hook-ups must be given to the Community Manager 48 hours prior to date wanted.

\$ 500.00 – Water hookup on vacant lot

\$ 700.00 – Sewer hookup for new home with water already hooked up

You must notify Community Manager or Maintenance Manager at 573-483-9861 24 hours before any digging is started.

FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS MAY RESULT IN A FINE.

PROJECT CHECKLIST

Each item on the checklist is important, but specific items may not apply to your individual project.

1. Community Manager or Maintenance Manager must be notified 24 hours before **ANY DIGGING IS STARTED** – 573-483-9861.
2. Request for water hook-up must be requested of the Community Manager or Maintenance Manager **48 HOURS PRIOR TO DATE WANTED**.
3. **A copy of general contractors' liability insurance** is included or is on file in the Lake Forest Estates office (all projects). Please see the separate page for insurance requirements or the Lake Forest website for further information.
4. Building Lines: 60' to front property lines, 40' to back line, 15' from side lines, **UNLESS** a variance is obtained through the Architectural Control Committee (ACC) and approved by the Board of Directors. See Attachment #4.
5. One set of complete plans, which include: Site Plan with proposed building location, floor plans, and all elevations.
6. One copy of recent survey to determine if the corners are correct.
7. Construction site must have a portable restroom on the premises until final inspection is completed.
8. Notifying the ACC for a footing inspection **BEFORE** concrete is poured.
9. **DRIVEWAYS** constructed above roadway **SHALL BE** constructed with a swale at culvert to divert storm water into drainage channel. We recommend a 15" ADS (Advanced Drain System) culvert pipe made of polyethylene be used.
10. Inspection of driveway forms showing provisions for swale or alternative drainage system must be made by ACC member **PRIOR** to pouring of concrete. For asphalt drive, the asphalt contractor must sign acknowledgement of swale requirements before paving begins.
11. Drainage channels shall not be filled during or after construction, nor shall any activity be undertaken which may obstruct or retard the flow of water through any drainage channels.
12. Silt Fence or bales of straw **MUST** be positioned along the road and/or lake and/or lowest side of the lot to prevent mud from washing into the culvert and then onto the road, or into the lake. They must be placed along the entire length of the property. The silt fence or bales must remain in place until grass has been established.
13. Color of exterior finish materials to be noted on the plans.
14. If propane is used, placement of tank must be on the plans.
15. **Permit expiration date** for new home construction is 7 months; driveway, sidewalks and patios is 2 months; covered boat slip, lake wall or home additions is 3 months. The owner will forfeit 10% of the construction deposit for each month delay after permit expires. The ACC may grant an extension upon receipt of a written request (10 days before expiration date) stating the reason for the request and the new anticipated completion date.

- 16. No fences or outbuildings are permitted.
- 17. No unattached buildings. Garages must be attached to residence, unless a variance is obtained through the ACC and approved by the Board of Directors.
- 18. Dog runs and kennels - MUST be approved by the ACC and adjoining neighbors – not to exceed 8' x 20' for dog runs and 8' x 10' for kennels. Only two dogs per household.
- 19. For assessment purposes: a lot becomes a home when a building permit for a house is issued. At that time the difference between the lot assessment rate of \$625.00 per year, (\$52.08 per month), and the home assessment rate of \$1250.00 per year, (\$104.16 per month). This prorated portion of the fiscal year (March 1st to February 28th) is due and payable with the building permit fee and the applicable security deposit. Effective March 1, 1997.

Example: Permit issued on September 1st (6 months remaining in the fiscal year) Home Rate \$104.16 per month Less Lot Rate \$52.08 per month \$52.08 difference x 6 months = \$312.48

- 20. If no damage to Lake Forest property (roads, sewer, etc.), deposits will be refunded when construction is completed if within permitted time limit.
- 21. The owner's refundable deposit will be reimbursed **ONLY** after ACC reviews the job site and have conducted an acceptable final inspection.
- 22. All homeowners must read and adhere to the Cross Connection Agreement.
- 23. All homeowners must read and adhere to the Lead Ban Agreement.

Homeowner's

Signature _____ Date _____

ACC Member

Signature _____ Date _____

CONSTRUCTION VARIANCE FORM

1. Property Owner Information

Name: _____
Street (mailing address) _____
City _____ State _____ Zip _____
Home Phone _____ Daytime Phone _____

2. Construction Site Information

Lot Number _____ Permit Number _____ Permit Date _____
Contractor Name _____

3. Variance Information

Side Variance # 1

Property Owner Name _____ Lot Number _____
Explanation of Variance _____

Signature of Property Owner _____ Date _____

Side Variance # 2

Property Owner Name _____ Lot Number _____
Explanation of Variance _____

Signature of Property Owner _____ Date _____

Front Variance (Road)

Explanation of Variance _____

Side Variance # 2

Property Owner Name _____ Lot Number _____
Explanation of Variance _____

Signature of Property Owner _____ Date _____

4. Lake Forest Estates Board of Directors Approval

President _____ Date: _____
Vice President _____ Date: _____

Contractor Limits of Liability Insurance Requirement

Type of Coverage

Policy Limits

General Liability

\$2,000,000 General Aggregate Limit
\$2,000,000 Products/Complete Operations Aggregate
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$ 100,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

Automobile

\$1,000,000 Bodily Injury and Proper Damage Combined
Single Limit

Workers' Compensation

Statutory

Employers Liability

\$1,000,000 Bodily Injury by Accident/Per Accident
\$1,000,000 Bodily Injury by Disease/Per Employee
\$1,000,000 Bodily Injury by Disease/Policy Limit

Homeowner as builder Limits of Liability Insurance Requirement

Type of Coverage

Policy Limits

General Liability

All new homes built by homeowners as builders must have
\$2,000,000 general liability insurance.

All projects requiring equipment or concrete trucks must
have \$1,000,000 general liability insurance.

Sanitary Sewer Lateral Connection Requirements

- 1.** Sanitary Sewer service connections for new homes (i.e. sewer laterals) shall be connection to the Lake Forest sanitary sewer systems at a location approved in advance by the Community Association. An authorized representative of the Community Association will provide assistance, if necessary, to determine the proper location to make a sewer tap.
- 2.** The lateral connection shall be made directly into the sewer main by means of a saddle wye connection. The lateral connection may be made to an appropriate existing manhole if a lateral stub out exists in that manhole.
- 3.** The sewer tap shall be made by the homeowner or developer and shall be inspected by an authorized representative of the Community Association. The homeowner or developer shall contact the Community Manager at least 48 hours prior to making the tap in order to schedule the inspection.
- 4.** The Community Manager will provide written approval of the sewer tap to the homeowner or developer after the tap is made.
- 5.** The homeowner or developer shall be solely responsible for the cost of repairing any damage to the sewer system that may occur as a result of making the sewer tap.

Dirt Removal

Lake Forest Estates Community Association is in need of clean fill dirt and topsoil. While Lake Forest is not in the position to pay for clean fill or topsoil, it is in your advantage to reduce hauling expenses by dumping in Lake Forest Estates.

To dump within Lake Forest Estates, please check with the Lake Forest Estates Community Manager on approved locations.

Thank you for considering this opportunity.

POLICY GOVERNING CROSS-CONNECTIONS, AUXILIARY INTAKES, AND INTERCONNECTIONS

It is agreed by the owners/operators of Lake Forest Estates Community Association as follows:

SECTION I:

That the following definitions and terms shall apply in the interpretation and administration of this policy.

Public Water System (PWS): The public water system which furnishes water to the residents of Lake Forest Estates Community Assn., for general use and which is recognized as a public water system by the Missouri Department of Natural Resources (DNR).

Cross-Connection: Any physical arrangement whereby a public water system is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices through which, or because of which, backflow could occur are considered to be cross-connections.

Auxiliary Intake: Any piping connection or other device whereby water may be secured from a source other than that normally used.

Interconnection: Any system or piping or other arrangement whereby the public water system is connected directly with a sewer drain, conduit, pool, storage reservoir, plumbing fixture or other device which does or may contain sewage or other waste or liquid which may be capable of imparting contamination to the public water system.

Person: Any individual property owner, resident, or occupant of the Lake Forest Estates Community Assn. PWS_Service Area.

Public water System Operator: Jeremy Meyer is the designated Chief Operator.

Public Water System Owner: Lake Forest Estates Community Association is the owner of the PWS.

SECTION II:

That the Lake Forest Estates Community Association PWS is to comply with the Missouri DNR Rules and Regulations, 10 CSR 60-11.010, Prevention of Backflow, which pertain to crossconnection, auxiliary intakes, and inter-connections, and establishes effective and ongoing program to control there undesirable water usages.

SECTION III:

That no person shall cause a cross-connection, auxiliary intake, or interconnection to be made, or allow one to exist, for any purpose whatsoever, unless the construction and operation has been approved by a certified

installer and tested by a certified backflow tester/technician and the operation and cross-connection, auxiliary intake, or interconnection is at all times under the direct supervision of the Lake Forest Estates Community Association PWS.

SECTION IV:

That any person whose premises are supplied with water from the public water system, and who also has on the same premises a separate source or water supply, or stores water in an uncovered or unsanitary storage reservoir from which the water stored therein is circulated through a piping system, shall file with the Lake Forest Estates Community Association PWS, system owner, a statement of the nonexistence of unapproved or unauthorized cross-connections, auxiliary intakes, or interconnections. Such statement shall also contain an agreement that no crossconnection, auxiliary intake, or interconnection will be permitted on the premises.

SECTION V:

That it shall be the duty of the Lake Forest Estates Community Association PWS to cause inspections to be made of all properties served by the public water system where crossconnections are deemed possible. The frequency of inspections and re-inspections based on potential health hazards involved shall be established by the Lake Forest Estates Community Association PWS and as approved by the Missouri DNR.

SECTION VI:

That the Lake Forest Estates Community Association Water Superintendent or an authorized representative shall have the right to enter, at any reasonable time, any property served by a connection to the Lake Forest Estates Community Association PWS for the purposes of inspecting the piping system or systems thereof for cross-connections, auxiliary intakes, or interconnections. On request, the owner or occupant of any property so served shall furnish to the inspection agency any pertinent information regarding the piping system or systems on such property. The refusal of such information, or refusal of access when requested, shall be deemed evidence of the presence of cross-connections.

SECTION VII:

That any persons who now have cross-connections, auxiliary intakes, or interconnections, in violation of this policy, shall be allowed a reasonable time to comply with the provisions of this policy. After a thorough investigation of existing conditions and an appraisal of the time to complete the work, the Water Superintendent shall designate the amount of time deemed reasonable.

The failure to correct conditions threatening the safety of the public water system as prohibited by this policy and the Missouri DNR Rules and Regulations, 10 CSR 60-11.010, Prevention of Backflow, within a reasonable time and within the limits set by the Lake Forest Estates Community Association PWS shall be grounds for the denial of water service. If proper protection has not been provided after a reasonable time, the utility shall give the consumer legal notification that water service is to be discontinued, and physically separate the public water system from the consumer's on-site piping system in such a manner that the two systems cannot be connected by an authorized person.

Where cross-connections, interconnections, or auxiliary intakes, are found constitute an extreme hazard of immediate concern of contaminating the public water system, the manager of the utility shall require that immediate corrective action be taken to eliminate the threat to the public water system. Immediate steps shall be taken to disconnect the public water supply from the onsite piping system unless the hazard is corrected immediately.

SECTION VIII:

That, where the nature of the use of the water supplied to a premise by the water system is such that it is deemed:

- A. Impractical to provide an effective air-gap separation;
- B. That the owner and/occupant of the premises cannot, or is not willing to, demonstrate to the Water Superintendent that the water use and protective features of the plumbing system is such as to pose no threat to the safety or potability of the water system;
- C. That the nature and mode of operation within the premises are such that frequent alterations are made to the plumbing;
- D. There is a likelihood that protective measures may be subverted, altered, or disconnected;

The Water Superintendent or his designated representative shall require the use of an approved protective device on the service line serving the premises to assure that the contamination that may originate in the customer's premises is contained therein. The protective device shall be a reduced pressure zone type backflow-prevention device approved by the Missouri DNR as to manufacturer, model, and size. The method of installation of the backflow protection device shall be approved by the Water Superintendent and shall comply with the criteria set forth by the Missouri DNR. The backflow preventive device and its installation shall be at the expense of the owner of the premises.

The Lake Forest Estates Community Association PWS shall have the right to inspect and test the device or devices on an annual basis or whenever deemed necessary by the Water Superintendent or his designated representative. Water service shall not be disrupted to test the device without the knowledge of the occupant of the premises.

Where the use of water is critical to the continuance of normal operations or the protection of life, property, or equipment, duplicate units shall be provided to avoid the necessity of discontinuing water service to test or repair the protective device or devices. Where it is found that only one unit has been installed and continuance of service may be critical, the Water Superintendent shall notify the occupant of the premises of plans to discontinue water service and arrange for a mutually acceptable time to test and/or repair the device. The water system shall require the occupant of the premises to promptly make all repairs indicated. The expense of such repairs shall be borne by the owner of the premises. These repairs shall be made by qualified personnel acceptable to the Lake Forest Estates Community Association PWS and/or the Chief Operator of the Lake Forest Estates Community Association PWS.

If necessary, water services shall be disconnected (following legal notification) for failure to maintain backflow prevention devices in proper working order.

Likewise, the removal, bypassing, or altering the protective device(s) or the installation thereof, so as to render the device(s) ineffective, shall constitute grounds for discontinuance of water service. Water service to such premises shall not be restored until the customer has corrected or eliminated such conditions or defects to the satisfaction of the Water Superintendent and/or the Chief Operator of the Lake Forest Estates Community Association PWS.

SECTION IX:

The requirements contained herein shall apply to all premises served by the Lake Forest Estates Community Association PWS and are hereby made a part of the conditions required to be met for the Lake Forest Estates Community Association PWS to provide water service to any premises. Such action, being essential for the protection of the water distribution system against the entrance of contamination, which may render the water unsafe health wise, or otherwise undesirable, shall be rigidly enforced.

SECTION X:

Whenever any person neglects or refuses to comply with any of the provisions of this policy, the Water Superintendent shall discontinue the public water system service at any premises upon which there is found to be a cross-connection, auxiliary intake, or interconnection, and service shall not be restored until such cross-connection, auxiliary intake, or interconnection has been discontinued.

Adopted on the 14 day of May, 2015, by the Lake Forest Estates Community Association Homeowners Association

Signed by  Date 5-14-15
Title: President, Board of Directors

Signed by _____ Date _____
Title: _____

Signed by _____ Date _____
Title: _____

Signed by

**Resolution/Ordinance passed by the
Lake Forest Estates Community Association**

AN ORDINANCE PROVIDING THAT ONLY LEAD FREE MATERIALS MAY BE UTILIZED IN THE PUBLIC WATER SYSTEM OF LAKE FOREST ESTATES COMMUNITY ASSOCIATION.

Whereas, the consumption of lead may cause serious damage to the human body, especially to the brain, kidneys, nervous system and red blood cells, and

Whereas, lead most often enters drinking water in the plumbing of a home or other building from lead solder or lead pipes, especially if the water is corrosive, and

Whereas, only lead free materials, as determined by the Missouri Department of Natural Resources may be used in the construction or repair of a Public Water System, or in the plumbing in any building of Missouri which is connected to a Public Water System.

NOW, THEREFORE, BE IT ORDAINED BY THE LAKE FOREST ESTATES COMMUNITY ASSN. ASSOCIATION AS FOLLOWS:

1. Definitions: For purposes of this resolution the term "lead free":
 - A. When used with respect to solder and flux, refers to solders and flux containing not more than 0.2 percent (0.2%) lead, and
 - B. When used with respect to pipes and pipe fittings, refers to pipes and pipe fittings containing not more than .25 percent (.25%) lead.
2. Prohibitions: Pursuant to the provision of the Missouri Safe Drinking Water Act (Section 640.100 ET. Seq. RSMo and the rules and regulations of the Missouri Department of Natural Resources promulgated pursuant thereto), only lead-free materials may be used in the construction or repair of a Public Water System, or in the plumbing of any building which is connected to a Public Water System in the service area of the Lake Forest Estates Community Assn. Public Water System.
3. Water Systems: As of January 1, 1989, all materials used in the construction, expansion, modification, or improvement of a Public Water System shall be lead free. This section shall not apply to leaded joints necessary for the repair of cast iron pipes.
4. Removal of Water Meter or Severance of Service: Any customer water system constructed, expanded, modified, or repaired after January 1, 1989, that is connected to a Public Water System and later found to contain materials that are not lead-free, shall have the water meter removed or otherwise have the service line severed from the Public Water System and is so ordered by Lake Forest Estates Community Assn. Public Water System. The requirements of this section shall not apply to any customer water system previously served by a water system other than a public water system.

- 5 Severability Clause: The provisions of this ordinance are hereby declared to be severable. If any section, paragraph, sentence or clause of this ordinance shall be held invalid, the invalidity of such section, paragraph, sentence, or clause shall not affect the validity of the remaining portions of this ordinance.
- 6 Effective Date: This ordinance shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED at a meeting of Lake Forest Estates Community Association this 24th day of November, 2020.

Signed:  Date 11/24/20
Title: President

Signed: _____ Date _____

Title: _____

Signed: _____ Date _____

Title: _____