

**FOR OFFICE USE ONLY** (revised 06/07/23)

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](http://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](mailto: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 – \$6100 to LFE as follows:**  
\$100.00 Permit Fee - \$3000 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 – A **\$1700** non-refundable water and sewer hookup required for new homes. Paid to the Lake Forest Clean Water District.
- HOME ADDITION, LAKE WALL, OR OTHER MAJOR PROJECT - \$1100 as follows.**  
\$100.00 Permit Fee (non-refundable) - \$1000.00 Deposit
- PATIO, DRIVEWAY, BOAT HOUSE, OR OTHER MINOR PROJECT - \$600 as follows.**  
\$100.00 Permit Fee (non-refundable) - \$500.00 Deposit (Use of concrete truck and/or other equipment)
- DECK, COVERED PORCH/DECK, BOAT HOUSE, OR OTHER BUILDING CHANGE - \$100**  
\$100.00 Permit Fee (non-refundable) – 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.

**YOU, the homeowner, or contractor must apply for an extension BEFORE your permit expires.**

**Permit expiration date for new home construction is 9 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 the date wanted.**

**You must notify the 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 a recent survey to determine if the corners are correct.
7. The 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 9 months.  
Driveway, sidewalks and patios, 2 months; boat slip, house, lake wall or home addition is 3 months. A 2-month or 3-month extension, as applicable, may be requested **PRIOR** to permit expiration for no charge. Only one extension will be granted.

Non-completion of the project by the permit end date, original or extension, will result in a \$100.00 fine, payable in 15 days. Non-payment in 15 days shall cause the fine to double to \$200.00, payable by the 30th day after permit expiration. Non-payment of the \$200.00 fine by The 30th day shall cause the fine to double again to \$400.00. Non-payment of the \$400 fine, within 45 total days from the permit expiration date, shall cause action to be taken by the LFE Board including privilege forfeiture and/or liens against the property in question.

- 16. No fences are allowed without ACC approval.
- 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. No outbuildings are permitted.
- 20. 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

- 21. If no damage to Lake Forest property (roads, sewer, etc.), deposits will be refunded when construction is completed if within the permitted time limit.
- 22. The owner’s refundable deposit will be reimbursed **ONLY** after ACC reviews the job site and have conducted an acceptable final inspection.
- 23. All homeowners must read and adhere to the Cross Connection Agreement.
- 24. 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 Property 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/teclmician 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 in 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 comected 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 [Signature] Date 5-14-15  
Title: President, Board of Directors

Signed by \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

Signed by \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

Signed by