

Elk Lake Property Owners Association

445 Elk Lake Resort Road

Owenton, Kentucky 40359 - 9163

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available on line at www.elklakeshores.net under downloads.

PROPERTY IMPROVEMENT APPLICATION

Property Owner(s)' Name(s): (Note: If multiple owners, address and phone numbers
Must correspond to property owner's name,)

1. _____

2. _____

3. _____

Home Address: 1. _____

2. _____

3. _____

Home Phone #: 1. _____ Business Phone # 1. _____

2. _____ 2. _____

Cell Phone #: 1. _____ 3. _____

E-mail: 1. _____ 2. _____

Elk Lake Shores Lot #(s) To Be Built Upon: _____

Additional Elk Lake Shores Lots, if any, Owned by Property Owner(s): _____

1. Describe Type of House to be Built:* _____

***NOTE:** Copy of building plans and the location on the lot must be attached to the Application.
If the structure is to be located within 25 ft of a property line a survey is required.

First Floor: Finished Square Footage: _____ Unfinished Square Footage: _____

Second Floor: Finished Square Footage: _____ Unfinished Square Footage: _____

Basement; Finished Square Footage: _____ Unfinished Square Footage: _____

TOTAL SQUARE FOOTAGE: _____

Type of Basement: _____ Poured concrete: _____ Block: _____ Other: _____

Number of Bedrooms: _____ Number of Full Bathrooms: _____

Number of Half-Baths: _____

2. Describe Other Non-Dwelling Structure(s) to be Built: **

****NOTE:** Copy of building plans, if not available, a drawings or sketch and location on the property must be attached to the Application. If the structure is within 25 feet of a property line a survey is required.

Building Contractor's Name and Address*:** _____

Building Contractor's Phone Number: _____

Building Contractor has been given a copy of the ELPOA Permit Terms and Conditions and has signed the original: Yes _____ No _____

County Building Permit: Copy of Permit Attached -Yes _____ No _____

County Sanitation Approval: Copy of Approval Attached -Yes _____ No _____

If not, when will Permits/approvals be obtained? _____

Identify person(s) with whom you are obtaining permits/approvals noted above and provide his/her telephone number(s):

Building Permit: _____

Telephone #: _____

Sanitation Approval: _____

Telephone #: _____

Date all permits have been received by ELPOA: _____

*****Note:** All necessary building permits, sanitation, and other approvals from appropriate local, county and state health authorities must be obtained and submitted to the Elk Lake Property Owners Association office BEFORE start of construction.

I/we hereby certify that the above information is accurate and complete. I/we further acknowledge that I/we have read the attached "Property Improvement Terms and Conditions," which are made a part of this Property Improvement Application by reference, and agree to fully abide by them, as evidenced by my/our signatures.

DATE: _____

PROPERTY OWNER(S): _____

PROPERTY IMPROVEMENT FEES

- Dwellings: \$500.00
- Dwelling Room Additions: \$250.00
- Garage or Other Storage Building exceeding 500 square feet: \$250.00
- Buildings between 100 square feet and 499 square feet: \$150.00
- Docks and Decks: \$100.00
- All Other Structures less than 100 square feet (Storage buildings, sheds, gazebos, etc.): \$50.00
- An Escrow account of \$500.00 will be required with Items 1, 2 & 3 about to reimburse ELPOA for any damage caused to the roads by heavy equipment and trucks entering ELOPA property to service the construction site. After construction the area will be reviewed and if no damage, the money will be returned.

(Note: Please include applicable Permit Fee(s) when submitting this form)

* * * * *

FOR ELK LAKE ADMINISTRATIVE OFFICE USE ONLY

PROPERTY OWNER(S) IS/ARE IN GOOD STANDING AND DUES AND PERMITS ARE PAID TO DATE. RECEIPT OF \$_____ IS HEREBY ACKNOWLEDGED.

E.L.P.O.A. BOOKKEEPER

APPROVED BY: _____ DATE: _____
ELK LAKE BOARD OF DIRECTOR

NOTE: THIS DOCUMENT IS AN ATTACHMENT TO THE “ELK LAKE PROPERTY IMPROVEMENT APPLICATION,” AND, BY REFERENCE, CONSTITUTES A PORTION OF THE APPLICATION.

AS APPLICANT(S) FOR AN ELK LAKE SHORES PROPERTY IMPROVEMENT I/WE AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

I/we must be Elk Lake Property Owner Association (“ELPOA”) member(s), in good standing, with all dues, fees, special assessments, and all other amounts related to Elk Lake current and paid.

1. I/we have received and reviewed a copy of ELPOA’s “General Warranty Deed” and the restrictions contained therein. I/we have read and understood its contents and agree to abide by all its restrictions, including particularly the building and lot line set-off conditions. Also, I/we have been furnished and reviewed a copy of ELPOA’s rules and regulations “Blue Book”, and agree to strictly observe and abide by said rules and regulations. I/we understand that my/our failure to comply can diminish the property values of ELPOA and its members, as well as interfere with members’ and their guests’ enjoyment of Elk Lake Shores.
2. I/we have submitted a blueprint/drawings and/or plans for the proposed construction that accurately describes my/our planned construction, along with full payment of all permit application charges applicable. I/we hereby agree to promptly notify ELPOA, in advance of actual construction, should construction plans be altered or changed in any way, other than minor alterations.
3. Once construction begins, I/we agree that said construction will be completed within a reasonable time period (normally within a 9-12 month period), consistent with the size and type of dwelling (or other structure, such as room addition, dock or deck, being built). I/we acknowledge and agree that failure to complete the planned construction in a timely manner will cause a loss of property value and constitute a general nuisance to other ELPOA members, thereby lessening their enjoyment, use and value of their properties.
4. Sanitation and proper septic system and plumbing installation are of utmost importance to the Elk Lake Shores community. If applicable (Note: always applicable for a dwelling), I/we will obtain all necessary sanitation/sewage and plumbing permit(s) prior to start of construction from the Owen County, Kentucky Health Center (Phone: (502) 484-5736), as well as other applicable governing authorities. I/we understand that “final approval” sanitation/sewage and plumbing certificates must be filed, promptly upon your receipt, with the ELPOA office. The necessity of maintaining a safe and sanitary lake and surrounding environment are of utmost importance to ELPOA members. Failure to comply with requirements of this paragraph shall automatically void all building permit approvals, and subject the permit applicant(s) to potential legal action by ELPOA and/or its individual members for pollution, personal injury or sickness caused by such pollution, property diminution, and other potential causes of action.
5. I/we agree to construct, to the sole satisfaction of ELPOA, a plastic or other suitable barrier that will prevent silt and soil erosion from occurring on our property during the pre-construction, construction and post-construction phases. I/we further agree to plant grass and other vegetation as soon as reasonably possible on the property that is subject to this Building Permit, and I/we agree that the silt and erosion barrier will not be removed until grass and other vegetation are established and growing.
6. I/we understand that all structures I/we construct or improve must be in strict compliance with the then applicable Owen County and Kentucky building codes. A copy of the code book is located in the Owen County Courthouse in Owenton, Kentucky. Building and

sanitation inspectors are hereby granted the right, with or without notice, to enter my/our property for purposes of inspection.

7. I/we agree to be responsible for assuring that my/our builder, general contractors and subcontractors and their workers abide by all ELPOA rules and regulations and other requirements. I/we agree to be fully responsible to ELPOA for their acts in violation of ELPOA rules and regulations. This shall not waive my/our rights to proceed against our builder, contractors, or their workers for indemnity.
8. I/we understand that **absolutely no disposal or dumping of materials** -- including shingles, metal, wood, wiring, glass, nails, drywall, boxes, or other building debris, rock, dirt, trees and limbs, or any other foreign objects – is allowed in Elk Lake Shores or its surrounding property. I/we further understand and agree that the Elk Lake garbage collection center (presently located near the Entrance on Oak Road) shall not be used for any such disposal or dumping. Any such disposal or dumping at the Elk Lake garbage collection center or on any Elk Lake Shores property violates the rules and regulations of ELPOA and shall constitute a breach of my/our building application approval. Should the requirements of this paragraph be breached by me/us or by my/our builder, general contractor, sub-contractors or their workers, I/we agree to promptly reimburse ELPOA in full (including labor, material, equipment and transportation costs) for any remedial efforts that may be necessary on its part to remedy such wrongful action. (Note: only Members in good standing may deposit bagged household garbage at the Elk Lake collection center.)
9. I/we agree to be financially responsible for all damages, cost and expenses caused ELPOA by me/us, our delivery, service and equipment personnel, our builder(s) and our contractors, their workers, or other third persons associated with my/our building efforts. This shall not waive my/our right to proceed against such parties for indemnification.
10. I/we agree that the ELPOA, its directors, officers and members, its committee workers, and its employees shall not be liable for any aspect of construction associated with my/our property, and that all responsibilities of construction rest with the property owner(s).
11. I/we understand that failure to comply with the terms of this agreement can result in liens placed against my/our property, or legal action filed against me/us, or both, by ELPOA or by private individuals.
12. I/we hereby consent to the jurisdiction of the Owen County, Kentucky courts to resolve any issues pertaining to this agreement.
13. I/we fully understand the contents of the ELPOA Property Improvement Application and its related terms and conditions, and agree to be legally bound by them.

Lot Number(s): _____

Property Owner: _____ **Date:** _____

Spouse: _____ **Date:** _____

Property Owner: _____ **Date:** _____

Spouse: _____ **Date:** _____

Builder: _____ **Date:** _____