

The Fifth Addition to the Town of Grandview Lake  
Privileges and Restrictions

Sale of all lots in the Fifth Addition to the Town of Grandview Lake will be made with privileges herein stated and subject to the restriction hereinafter set out.

1. Use of boats and motors and water safety shall be regulated by a majority vote of all lot owners now owning or who may hereafter own lots fronting on said lake, each such lot shall be entitled to one vote.
2. All Lots shall be known and described as residential lots. No house trailer, hut, shanty or other structure shall be erected, placed or be permitted to remain on any such lot except one detached, single family dwelling and private garage, boat house and other approved out-buildings incidental to residential use, and all dwellings or buildings erected thereon shall be of neat and presentable design and good workmanship.
3. Ground floor area of the main structure, exclusive of one story, open porches and garages, shall be not less than nine hundred (900) square feet for a one story dwelling; nor less than seven hundred fifty (750) square feet for a dwelling of more than one story and have a construction cost of not less than Ten Thousand (\$10,000.00) dollars based upon cost levels prevailing on the dates these covenants are executed.
4. General housing plans and a bill of materials shall be submitted by the lot owner and shall have a written approval of the Grandview Lot Owners Association, Inc., or its nominee before construction of any dwelling or outbuilding shall commence. In the event the Corporation, or its designated representatives, fail to approve or disapprove said plans within thirty (30) days after plans and specifications have been submitted to it, or in event seller has not disapproved said plans within thirty (30) days as provided above and if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
5. All dwellings or buildings erected on any of said lots shall be of a neat and attractive design and good workmanship conforming in essential details to the approved general house plans. Dwellings shall set back forty (40) feet from center line of platted roads and homes may not extend closer than twelve (12) feet to a common property line. Dwellings shall not be built on portions of lots which are less than sixty-five (65) feet wide.
6. Sewage shall be disposed of by connecting building waste lines to a sanitary sewer or other sanitary disposal system. Connection of waste lines shall be done in conformance with Indiana State Board of Health standards and the standards of all other Governmental agencies having jurisdiction thereof.
7. No poultry, swine, cattle, horses, sheep, goats or other livestock, except household pets shall be kept or maintained on any lot or portion thereof.
8. Each lot owner shall be responsible for maintaining his property in a well kept manner and for cutting weeds and brush, if any, at least once yearly during the period May to October whether or not a dwelling shall exist on said property.
9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No retail trade shall be permitted on any lot except as herein specified.
10. Easements are reserved across each lot for the purpose of providing such utility services as electricity, telephone, sewage and water.

Amended January 1, 2009

11. Sellers, with the consent of the purchaser hereunder, shall have the right to enter upon the above described real estate in the process of building roads and roadways, the right-of-way of which shall be at least forty feet wide and the improved portion thereof shall be at least twenty feet wide, and for the clearing of shorelines and shall not be held responsible for any damages as a result thereof, other than to improvements placed thereon by the lot owner. In respect to improvements including shrubbery placed thereon by the lot owner, the company shall be liable for any negligent or reckless damage thereto.

12. All lots fronting on the lake are conveyed subject to the right reserved to overflow said lots to a depth of the maximum water level of Grandview Lake as determined by the spillway of the dam and all parts of said lots covered by the Lake shall be subject to an easement for use by the owners of said lots and their guests and the guests of the sellers as a water way and for boating, fishing, swimming; and other recreation purposes and for pumping water for use on their premises.

13. Acreage fronting on the Lake and extending from the mid-point of the dam thence in a northerly direction along the shoreline of said Lake for a distance of Two Thousand Six Hundred (2600) feet, more or less, is reserved for the future use of the Grandview Lot Owners Association, Inc.

14. Grandview Lot Owners Association, Inc., its assigns or successors, assumes full responsibility for construction, maintenance and repairs of the dam and spillway and will defend all claims for damages arising from construction or repair of said dam and spillway, if any.

15. The public is restricted from use of Grandview Lake, except as guests of residential lot owners or as guests of Grandview Lot Owners Association, Inc. Grandview Lot Owners Association, Inc., assumes responsibility for enforcement of this restriction.

16. Buyer expressly assumes all risk and responsibility for any accident, injury or damage to persons or property as to himself or others, in or about said premises and agrees to hold seller harmless from all liability therefrom, except as hereinabove set out.

17. These privileges and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of one (1) year from the date this plat is recorded, after which time said privileges and restrictions shall be automatically extended to successive periods of one (1) year unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said privileges and restrictions in whole or in part.

18. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property fronting on said Lake to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

19. Grandview Lake is dedicated to the use of lot owners fronting on or adjacent to said lake, to their guests, to Grandview Lot Owners Association, Inc., and the guests of said corporation.

20. Grantors shall complete said dam and the roadway to the above described real estate.

21. Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

22. Ownership, management, control and maintenance of the Grandview Dam, spillway and associated structures is the responsibility of Grandview Lot Owners Association, Inc. All of the lots are subject to a certain Declaration of Covenants executed April 2, 1967, and recorded July 7, 1967, in Miscellaneous Record Book 35, Page 324 in the Office of the Recorder of Bartholomew County, Indiana, which said Declaration of Covenants provides, among other things, for the payment of dues and assessments to the Grandview Lot Owners Association, Inc.

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Each owner of every lot in this Addition shall by acceptance of a deed of conveyance to such lot covenant and agree to be a member of the Grandview Lot Owners Association, Inc., an Indiana not-for-profit corporation, and to pay all dues and assessment thereof in accordance with its Articles of Incorporation, By-Laws and the foregoing Declaration of Covenants.

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