

COVENANTS

PRIVILEGES AND RESTRICTIONS FOR THE 8TH ADDITION TO THE TOWN OF GRANDVIEW LAKE

Sale of the Lots in the **8th Addition** to the town of Grandview Lake will be made with privileges herein stated and subject to the restrictions hereinafter set out.

1. Use of Boats and Motors and Water safety shall be regulated by a majority vote of all lots owners now owning or who may hereafter own lots on said lake, each such Lot shall be entitled to one vote.
2. All Lots in this Addition 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 of 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 and not 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.
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 Estates, 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 shall be of a neat and attractive design and good workmanship conforming in essential details to approved general house plans. Dwelling or buildings shall set back from the roads and from the lake shore in accordance with set back lines as shown on the recorded plat. Buildings may not extend closer than 10 feet to a common property line.
6. Sewager 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 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.
10. Easements are reserved as shown across each lot for the purpose of providing sanitary and water utility company services. The owners of all lots in this Addition shall take title subject to the Rights of the Public Utilities and Governmental Agencies to said easement herein granted for ingress and egress to construct and maintain such utilities.
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 fifty feet wide and the improved portion thereof shall be at least twenty feet wide, and for the clearing of shoreline and shall not be held responsible for any damages as a result thereof, other than to improvements including shrubbery placed thereon by the lot owner.
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 the use by owners of said lots and their guests, and the guests of the sellers as a water way and for boating, fishing, swimming and other recreational purposes and for pumping water for use on their premises.
13. 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.
14. Buyers expressly assume all risk and responsibility for any accident, injury or damages to persons or property as to himself or others in or about said premises and agrees to hold seller harmless from all liabilities therefrom, except as hereinafter set out.
15. 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.
16. 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.

17. 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.

18. 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., 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. Said real estate is subject to a lease agreement between The College Life Insurance Company of America, Lessor and Grandview Lot Owners Association, Inc., Lessee. (Miscellaneous Record 42, Page 497-504) and Addendum to Lease Agreement (Miscellaneous Record 42, Page 505-508) and Addendum to Lease Agreement (Miscellaneous Record 50, Pages 30-38).”

19. All private drives crossing public road side ditches shall have 12 inch culverts in said road side ditches. No structure shall be built nor shall any grading be done in such a manner as to block the natural drainage of any lot or parcel of ground except that the owner of a lot may reroute the natural drainage of his lot so long as it is not detrimental to his neighbor either upstream or downstream. Drainage use of easements is specifically authorized.

20. The Fifty (50) foot Building Set Back Line adjacent to the shore is measured from the lake side lot corners and indicated by straight lines connecting the fifty (50) foot points as shown on the accompanying recorded plat.

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.

Updated and effective January 1, 2007