

COMBINED, RESTATED AND AMENDED
COVENANTS AND RESTRICTIONS
FOR
GRANDVIEW LAKE
December 8, 2020

All lots in the Grandview Lake Development will be subject to the following covenants and restrictions:

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 fronting on said lake. Each such lot shall be entitled to one vote.

Covenant 2 of the Combined and Restated Covenants and Restriction for Grandview Lake amended on December 7, 2015 and corrected on April 29, 2016:

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 single family dwelling and detached accessory structures, such as a private garage, boat house and other approved out-buildings incidental to residential use. All dwellings or buildings erected thereon shall be of neat and presentable design and good workmanship. As of the date of this amendment, no portion of any accessory structure, such as a garage or other similar detached accessory structures may be used for residential purposes, whether permanently or temporarily (such as mother-in law or granny quarters), without the prior written approval of the Board of Directors and without receiving the proper approval and permits of Bartholomew County. Accessory structures shall not have a kitchen. For purposes of this provision, the term "single family" includes the titled Owner(s), the Owner's spouse or significant other, children, grandchildren, grandparents, and temporary -guests (including live-in caretakers), and does not include the representatives, employees, agents, or guests of a corporation, partnership, or other entity who owns any lot.
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 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. ("GLOA"), or its nominee before construction of any dwelling or outbuilding shall commence. In the event GLOA or its designated representatives fail to approve or disapprove said plans within thirty (30) days after complete plans and specifications have been submitted to it, 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 approved general house plans.
6. Sewage shall be disposed of by connecting building waste lines to the GLOA sewer 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 domestic animals bred or kept for commercial purposes, poultry, swine, cattle, horses, sheep, goats, or other livestock, except customary and usual 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 any other lot or the neighborhood. No retail trade or commercial business shall be permitted on any lot except as herein specified.
10. Easements are reserved across each lot for the purposes of providing such utility services as electricity, telephone, sewage and water. The owners of all lots shall take title subject to the rights of the public utilities and government agents to said easements herein granted for ingress and egress to construct and maintain such utilities.
11. The GLOA, without the consent of the lot owner, shall have the right to enter upon any lot for the purpose of maintaining roads, roadways and main sewer line that are the responsibility of the GLOA. The GLOA 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 GLOA 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 the use by owners of said lots, their guests, and the guests of the GLOA 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 and may adopt reasonable rules for enforcement of this restriction.
16. Each lot owner expressly assumes all risk and responsibility for any accident, injury or damage to persons or property as to himself or others, in or about the lake or other common use areas within the Grandview Lake Development and agrees to hold GLOA harmless from all liability therefrom, except as hereinabove set out.
17. These covenants are to run with the land and are binding on all parties and all persons claiming under them in perpetuity. Except for Covenant 23 set forth herein these covenants may be changed, amended or repealed in whole or in part upon an affirmative vote of a majority of the cumulative lot owners comprising all additions of the Grandview Lake subdivision that are in good standing. Covenant 23 which controls building setbacks from roads, property boundaries or the lake for each individual addition in the Grandview Lake Development, can only be amended by a majority vote of the lot owners in the specific individual addition which is being changed.

Covenant 18 of the Combined and Restated Covenants and Restriction for Grandview Lake amended on November 1, 2020:

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 GLOA and 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 the party successfully enforcing these covenants shall be entitled to

recover damages, injunctive relief, costs, unpaid dues, assessments, and other costs incurred as part of the collection process along with reasonable attorney fees incurred in connection with such enforcement action. Additionally, if an Owner fails to comply with any restriction or covenant or restriction herein, the Board may:

- A. Suspend the Owner's right to vote on any Association matter for any period during which the Owner is in violation; and
- B. Suspend the Owner's right to use any common area, amenity or recreational area, including, but not limited to, the lake, for up to six (6) months during a period of time as determined by the Board in its discretion, depending on the severity of the infraction(s); however, in no event shall the Owner's right to use the recreational areas be restored if the Owner has failed to cure the violation giving rise to the suspension or otherwise remains in violation of the covenants and restrictions herein.

Provided, however, that in the event an Owner threatens, verbally abuses, assaults, injures, or harms a staff member, the lake manager, any Board or committee member, a safety patrol officer, or any Lot Owner in matters related to a violation or alleged or potential violation of these covenants or the rules, regulations, or guidelines promulgated by the Board, the Board may at its discretion, issue a suspension of up to twelve (12) months during a period of time as determined by the Board in its discretion, depending on the severity of the infractions(s).

- 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. Invalidation of any one of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the GLOA or any owner to enforce any covenant, rule, or regulation shall in no event be deemed to be a waiver of the right to do so thereafter upon the occurrence, recurrence, or continuation of the violation or threatened violation.
- 21. 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. 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.

22. 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.

Covenant 23 of the Combined and Restated Covenants and Restriction for Grandview Lake amended on December 8, 2017 (6th, 7th & 8th Additions only):

23. Setbacks for each individual addition within the Grandview Lake Development are as follows:

Town of Grandview Dwelling shall set back forty (40) feet from the center line of platted roads and homes may not extend closer than twelve (12) feet to common property lines. Dwellings shall not be built on portions of lots which are less than seventy-five (75) feet wide.

First Addition Dwelling shall set back forty (40) feet from the center line of platted roads, and homes may not extend closer than twelve (12) feet to common property lines. Dwellings shall not be built on portions of lots which are less than seventy-five (75) feet wide.

Second Addition 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.

Third Addition Dwellings shall set back forty (40) feet from the 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.

Fourth Addition 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.

Fifth Addition 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.

Sixth Addition Dwellings or buildings shall set back from the roads in accordance with

setback lines as shown on the recorded plat. Dwellings shall set back from a common property line a minimum of twelve (12) feet. All other accessory buildings shall be set back from a common property line a minimum of five (5) feet.

Seventh Addition Dwellings and accessory buildings shall set back from the roads in accordance with setback lines as shown on the recorded plat. Dwellings shall be set back from a common property line a minimum of twelve (12) feet. All other accessory buildings shall be set back from a common property line a minimum of five (5) feet.

Eighth Addition Dwellings and accessory buildings shall set back from the roads in accordance with setback lines as shown on the recorded plat. Dwellings shall be set back from a common property line a minimum of ten (10) feet. All other accessory buildings shall be set back from a common property line a minimum of five (5) feet.

Strahl Addition Dwellings shall set back forty (40) feet from the 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.

Covenant 24 is hereby added to the Combined and Restated Covenants and Restrictions for Grandview Lake on December 7, 2015 and corrected on April 29, 2016:

24. All leases, including renewals, must be in writing (amounts and personal information redacted) and provided to the GLOA Office before a home can be leased or rented. A lease cannot be less than three (3) months in length. An Owner cannot lease less than his entire Lot, and subleasing is not permitted. All leases must notify the tenants that they are required to follow the Combined and Restated Covenants and Restrictions for Grandview Lake, the Articles and Bylaws of the Association, all lake usage rules and all rules and regulations properly adopted by the Board of Directors or the Association. This restriction on renting and leasing takes effect on the date this covenant amendment is recorded with the Bartholomew County Recorder's Office. Any Owner found to be in violation of any portion of this covenant by a court of competent jurisdiction may be permanently banned from leasing or renting his property.

Covenant 25 is hereby added to the Combined and Restated Covenants and Restrictions for Grandview Lake on November 3, 2019:

25. Subdivision of any lot at Grandview is prohibited if it creates a new lot. This applies to any existing lot that was re-platted in the past from two original lots to one lot. Adjusting existing boundary line between existing adjacent lots via subdivision is acceptable as it does not create a new lot.

Furthermore, effective November 3, 2019, the re-platting of two adjacent lots into one lot does not change the lot owner's obligation to pay annual fees and special assessments for both of the original lots. While the GLOA board has chosen to waive this two-lot obligation in the past, it will not do so going forward

Covenant 26 is hereby added to the Combined and Restated Covenants and Restrictions for Grandview Lake on November 1, 2020:

26. No Owner shall use his or her property at Grandview Lake in such a way as to cause significant annoyance, inconvenience or damage to other Owners and residents. Without limiting the generality of the foregoing, this covenant shall include excessive noise or disturbances caused by musical instruments, radios, televisions, loud speakers, electrical equipment, amplifiers, machines, vehicles, excessive and uncontrolled barking of animals, loud parties, including such noise emanating from watercraft, OR excessive amounts of light or unpleasant odors.

It is recognized and understood that cookouts, gatherings, celebrations, and similar events are part of the culture of Grandview, being a lakefront community. However, owners must be courteous to their neighbors and avoid any use of property which constitutes a significant annoyance, disturbance, or nuisance—in particular, between the hours of 11 p.m. and sunrise, or at other times that unreasonably disturb or interfere with the peace, comfort, and repose of other Owners.

Owners are encouraged to first speak to their neighbors and/or to contact local law enforcement as necessary to resolve noise disturbances. To the extent that Owners are unable to resolve an issue independently, any Owner may notify the Board or lake manager of noise-related issues, in writing, either by letter or email. Such notice should include the date, time and description of the noise violation or nuisance, as well as any prior actions, discussions, or efforts to resolve the matter. The Board will review and discuss such complaints and may take such action as the Board deems appropriate. Generally, if the Board believes there may be validity to the complaint, the Board will issue a warning letter to the offending Owner. In more significant cases, the Board may elect to take stronger action, including, but not limited to, suspending an Owner's rights to use any common amenity, recreational area, or lake at Grandview, including for a duration of up to six (6) months during a period of time as determined by the Board based upon the severity of the infraction(s). For the purpose of this Section 26, significant issues may include, but are not necessarily limited to, the following:

- A. Situations where the same Lot has been the subject of frequent and multiple related complaints from more than one Owner in Grandview;
- B. Significant damage to common property or any other Lot or home in Grandview;
- C. Physical harm or injury to another person;
- D. Repeated violations of any local ordinance or state law; and

E. Criminal activity or other disturbances resulting in law enforcement being called to any property in Grandview.

Any Owner may appeal a noise or nuisance-related penalty imposed by the Board under this Section 26 by submitting a written notice of appeal to the Board within fifteen (15) days of the date set forth on the notice of punitive action. The appeal will be reviewed by the Board of Directors at its next regularly scheduled Board meeting. Based on the appeal, the Board of Directors may reverse its prior decision upon a majority vote of the Board. The Board's decision regarding an appeal will be final.

The foregoing amendments will run with the land and will be binding upon all owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to these covenants.

Combined & Restated on November 2, 2014

Recorded November 26, 2014

First Amendment by Lot Owners November 1, 2015

Recorded December 7, 2015

Correct errors on Covenants filed December 7, 2015

Recorded April 29, 2016

Second Amendment by Lot Owners November 5, 2017

Recorded December 8, 2017

Third Amendment by Lot Owners November 3, 2019

Recorded January 22, 2020

Fourth Amendment by Lot Owners November 1, 2020

Recorded December 8, 2020