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FILED
APR 16 2003
FRANKLIN TOWNSHIP
ASSESSOR

RESTRICTIVE COVENANTS
GRADY ESTATES

THIS DECLARATION made this 3rd day of March, 2003, by Wayne Grady and Norma K. Grady, Husband and Wife (hereinafter referred to as "Declarant"), and Sandra Grady, an Individual Adult.

WITNESSETH:

2003 - 00 82910

WHEREAS, Declarant and Sandra Grady are the owners of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided and are known as "**Grady Estates**" (hereinafter referred to as the "Development"), and will be more particularly described in the plat thereof to be recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Sandra Grady owns the area identified on the Plat of Grady Estates as Lot 3; and the Declarant owns all the remaining area (Lots) on said Plat; and

WHEREAS, Declarant is about to sell and convey Lot 1 within the Development; and

WHEREAS, before doing so, and as a part of the recordation of the Final Plat of the subdivision, the Declarant and Sandra Grady desire to subject and impose upon all real estate within said platted areas of the Development, mutual and beneficial covenants and restrictions and charges under a general plan or scheme of improvement for the benefit and complement of the lots and lands in the Development, and future homeowners therein and thereof.

NOW, THEREFORE, Declarant and Sandra Grady, as to their respective property, hereby declare that all of the platted lots and lands located within the Development are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in Grady Estates, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said lots situated therein. All of the covenants, conditions and restrictions shall run with the land and shall be binding upon Declarant and Sandra Grady, 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 such Restrictions, and shall inure to the benefit of Declarant's and/or Sandra Grady's successors in title to any real estate in Grady Estates.

1. Drainage and Utility Easements - There are strips and parcels of ground as shown on the plat marked Drainage and/or Utility Easements which are hereby reserved for the use of public utilities, including but not limited to drainage structures, swales and improvements, sewer improvements, water and other utilities, for the installation and maintenance of poles, mains, laterals, ducts, swales, drains, lines, cables, wires, and the like, subject at all times to the proper authorities and to the easements herein granted and reserved, and such other further public

service facilities as the Declarant, Sandra Grady, or the owner of record after sale, may deem necessary along, through, in, over and under the strips of land shown on this plat. The Declarant, Sandra Grady and/or the Property Owner's Association shall have the right to negotiate and grant additional easement rights through and upon said reserved easement areas as are reasonable and necessary to benefit the residents and/or to reasonably resolve disputes involving a lot owner.

2. **Lot Owner Installed/Maintained Drainage Improvements** - The drainage and development plan for this subdivision may contain specific requirements for various drainage swales, sheet drainage, etc. and/or required elevations and sizes for the driveway culverts and other drainage improvements upon each Lot. Each lot owner is required to make such drainage related improvements that are required upon their lot exactly as set forth on said development plan. Should such improvements and related erosion control not be made according to said plan, or should other alterations not in compliance with the development plan be made to the lot by the lot owner or their builder, agents, subcontractors, representatives or assigns, which result in the drainage swales, driveway culvert, driveway, not functioning properly on their lot or other lot(s) in the subdivision, then the lot owner shall either make whatever improvements are necessary in order to comply with said development plan, or the lot owner will reimburse the Declarant or the Association, if applicable, for any improvements/repairs which are made pursuant to the direction of the City of Indianapolis in order to comply with the overall drainage and development plan of this subdivision.

3. Eighty percent (80%) of the entire first floor of any new residence built after the date of recordation of the Final Plat, exclusive of doors, windows, covered porches, and architectural features, must be covered with brick, stucco, drivet, wood or stone, unless waived in writing by Declarant prior to construction commencing. Prior to the construction of any residence or outbuilding over 150 square feet in size, the owner of the Lot must submit detailed construction plans for review by the Declarant or the Declarant's successors or assigns. Declarant shall have full discretion to determine if the architectural design and materials proposed for the residence/outbuilding is reasonably consistent with the homes constructed on the surrounding lots. No construction shall commence nor permit be issued, without Declarant's prior approval. If the plans are approved, the Declarant shall indicate such approval by placing either one of the two Declarant's signatures on the plans and dating the signature. The plans shall be deemed approved if a written rejection is not sent or delivered to the owner within forty-five (45) days of the actual deliver to the Declarant of a complete and detailed set of plans containing all information or supplemental information requested by the Declarant. Declarant may assign the herein described review responsibility to any other Lot Owner(s) in the subdivision; and if Declarant sells Lot 2, or dies, without assigning such duties, then such duties shall be fulfilled by the 3 Lot owners, with the majority vote controlling.

4. The provisions of Covenant No. 3 and/or the provisions of the approved Development Statement, shall not be interpreted so as to prevent the residences constructed prior to the date the Final Plat was initially recorded, to be rebuilt, repaired, enlarged or modified, using exterior materials similar to (and in a similar percentage of exterior coverage) to those materials which covered the exterior of said existing residence(s) on the date the Final Plat was initially recorded.

5. No trailer, basement, tent, shack, barn, or other outbuildings erected upon the Real Estate shall, at any time, be used as a residence, temporarily or permanently. Job trailers and/or outhouses may only be placed on the property during the period of construction.
6. No noxious or offensive activity shall occur in the Development, nor shall anything be done thereon which is a significant annoyance or significant nuisance to any owner of another lot in the subdivision, or to any neighboring property owner whose property actually abuts the Lot(s) allegedly conducting said activity.
7. No sign of any kind shall be displayed to public view, except that one professional sign of not more than five square feet in area advertising the property for sale or rent, or signs used by a builder to advertise the Lot or the Dwelling under construction during the construction or sales period, may be displayed.
8. No modular homes, manufactured homes, house trailers, or previously constructed homes moved to the Development, shall be constructed or placed in the Development.
9. No Lot in the Development shall be used or maintained as a dumping ground for rubbish. Trash, garbage, junk or other unsightly materials or other waste shall not be kept, except in sanitary containers. No inoperable or junk vehicles, or automobiles or trucks under major repair, shall be placed on any Lot. No trash, grass clippings or other refuse shall be dumped, placed, or left on any adjacent property.
10. Prior to and during the construction of any residence or building on any Lot in the Development, the Lot shall be neatly maintained; and all construction debris shall be contained within the boundaries of the Lot. The Lot Owner shall be responsible for all expenses and damages to any other surrounding property which are caused by Lot Owner or Lot Owner's builder.
11. Any existing underground tiles and/or drainage lines shall not be damaged, restricted or stopped up. Any such tiles or lines which are damaged, restricted or stopped up shall be repaired or replaced at the sole expense of the party committing such violation; and such party shall be responsible for all related damages which are not adequately covered by the injured party's insurance.
12. No residence or outbuilding shall be placed in an area described as a drainage, legal drain, or utility easement.
13. The Development shall not be further subdivided; and in no case shall any Lot contain less than .35 acres.
14. If the Owner of any Lot in the subdivision, or their heirs and assigns, shall violate or

attempt to violate any of the commitments herein, it shall be lawful for the Declarant, any neighboring property owner within 660 feet of the Real Estate, or the Metropolitan Development Commission, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such commitment, and either to prevent such violation(s), and/or to recover damages or other dues for such violation(s). The prevailing party in any such action shall be entitled to recover attorney's fees and costs.

15. No multi-family structures shall be constructed in the Development.
16. No individual detached garage and/or outbuilding on Lots 1 or 3 shall exceed 1,500 sq. ft. in size; and the total square footage of detached accessory structures on each such Lot shall not exceed 3,000 sq. ft. The existing outbuildings/accessory buildings/structures on Lot 2 shall be permitted to stay and/or be replaced; and additional accessory buildings/structures may be constructed on said Lot 2, so long as such additional accessory structures do not to exceed an aggregate total of an additional 1,500 square feet.
17. No fence, well, hedge or shrub planting which obstructs the sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the public street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line, and /or the intersection of a private drive serving one of the residences, with the private shared drive.. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
18. The use and development of the Real Estate is subject to the provisions of the Preliminary Plan dated January 15, 2003 and stamped approved February 5, 2003, approved on February as a part of the rezoning of the Development to the D-P classification of the Dwelling Districts Zoning Ordinance in Case No. 2002-ZON-845 (2002-DP-012) which is incorporated herein by this reference.
19. **General** - The within covenants, limitations and restrictions shall run with the land and shall be binding on all parties and persons claiming under them. Such provisions shall be in full force and effect until January 1, 2015, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots it is agreed to change the covenants in whole or in part. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
20. **Enforcement** - In the event there shall be any violation or attempted violation of any of these restrictions, it shall be lawful for each of the undersigned persons, or for any person owning any real property in the Development, to prosecute any proceedings at law or in equity against the

person or persons violating or attempting to violate any such restrictions, and either to prevent him or them from doing so or to recover damages from such violation. The prevailing party in any such action shall be entitled to recover attorney's fees and costs

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 59-A0-3, as amended or any conditions attached to approval of this plat by the Plat Committee.

No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him/her upon the occurrence, recurrence or continuation of such violation or violations of these covenants and restrictions.

21. **Hold Harmless** - The Lot Owner(s) shall not have the right to collect any such damages, costs, attorneys fees or the like from the Declarant and/or Sandra Grady; and the Declarant, Sandra Grady, their agent, attorney, employee, subcontractor, or the like shall be held harmless and indemnified by the Lot Owner(s) bringing, or at fault for causing, such action against them or any one or more of them, or to which they or any one or more of them is joined, concerning any alleged violation and/or enforcement action, or any action regarding the drafting, recordation, enforceability, etc. of these Covenants, and or claims of negligence made against them or any one or more of them by any Lot Owner related thereto.

22. **Amendments** - The foregoing restrictions which may be amended can be so amended by at least 2/3rds of the members of the Association, or 2/3rds of the owners of lots subject to such restrictions, subject to those mortgagees' rights set forth above. Provided, however, that until 1 year after the construction on the project is completed, including but not limited to the completion of the residences, and the installation of all improvements called for in the drainage and development plan, any such amendment of these restrictions shall require prior written approval of the Declarant. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office.

23. **Effect of Becoming an Owner** - The owners of any lot subject to these covenants and restrictions, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed and execute such contract subject to each and every covenants, restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of Declarant with respect to these covenants and restrictions;

and also for themselves, their heirs, personal representatives, successors and assigns, such owners covenant and agree and consent to and with Declarant and to and with the owners and subsequent owners of each of the lots affected by these covenants and restrictions to keep, observe, comply with and perform such covenants, restrictions and agreements.

IN TESTIMONY WHEREOF, witness the signature of Declarant this 3rd day of March, 2003.

Wayne M. Grady
Wayne Grady

Sandra Grady
Sandra Grady

Norma K. Grady
Norma K. Grady


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for County and State, personally appeared Wayne Grady and Norma K. Grady, Husband and Wife, and Sandra Grady, an Individual Adult, who acknowledged execution of the foregoing Declaration, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and notarial seal this 3rd day of March, 2003.

My Commission Expires:

10-25-10

 Melissa N. Supak
Notary Public, Signature
INDIANA Notary Public, Printed
Hancock
County of Residence

This instrument was prepared by: David A. Retherford, Attorney at Law, 3416 S. Post Road, Indianapolis, IN - 46239

 **SEAL**
THE METROPOLITAN DEVELOPMENT
COMMISSION
MARION COUNTY
INDIANA

MARTHA A. WONGACKS
REGISTERED
L 68207 APR 22 03
SUBJECT TO RECORD ABILITY
FOR TRANSFER

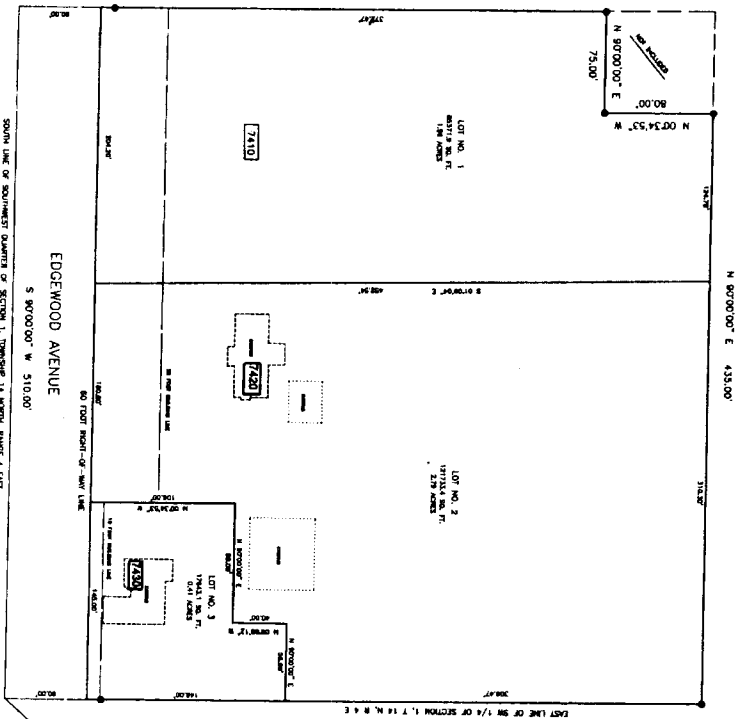
RECEIVED FOR RECORD
MAR 20 2003 11:00 AM
MARTIN

58 03 17 27 C
MARTIN COUNTY
MARTIN

X-act 2003 58909

0301-2210

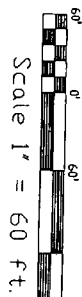
RECEIVED FOR RECORD
Part of the SW 1/4 of Section 1, Township 14 North, Range 4 East,
A Planned Unit Development, # 2002-PLT-845, 2002-ZON-545
GRADY ESTATES



SITE DISTANCE COVENANT
Site Obstruction: No fence, wall, hedge or shrub planting which obstructs sight lines at intersections between two (2) and more (3) feet above the street shall be placed or permitted to remain on any corner lot within the intersection of said street lines...
SITE LINE, INC.

461 WEST MAIN STREET, P.O. BOX 602, GREENWOOD, INDIANA 46142 • PHONE 317-892-9301

EAST LINE OF SW 1/4 OF SECTION 1, T 14 N, R 4 E 512.47'



Scale 1" = 60 ft.

FINAL APPROVAL
APR 15 2003
MARTIN COUNTY COMMISSIONERS



LAND DESCRIPTION:
Part of the Southeast quarter of the Southwest quarter of Section 1, Township 14 North, Range 4 East of the Southwestern corner of Marion County, Indiana, described as follows:
Beginning at the Southeast corner of said Marion County, Indiana, described as follows:
South 90 degrees 00 minutes 00 seconds West 510.00 feet; thence on an assumed bearing of South 90 degrees 00 minutes 00 seconds West 432.47 feet parallel with and equidistant from the East line of said quarter section; thence North 90 degrees 00 minutes 00 seconds East 45.00 feet parallel with and equidistant from the East line of said quarter section; thence North 00 degrees 00 minutes 00 seconds East 432.00 feet parallel with the East line of said quarter section; thence North 00 degrees 00 minutes 00 seconds East 432.00 feet parallel with the East line of said quarter section; thence South 90 degrees 00 minutes 00 seconds West 432.47 feet parallel with the East line of said quarter section to the point of beginning, containing 5.16 acres, more or less.
The undersigned hereby certify the attached plat represents a subdivision of the above described real estate, which is being a survey prepared under my supervision as required by Indiana Code Section 36-2-1-1, and as such is subject to the provisions of the Plat Act, Indiana Code Section 36-2-1-1, and the provisions of the City of Indianapolis and the requirements of all other laws and ordinances in that behalf made.

DATE: February 21, 2003
John H. Gilman
John H. Gilman
0100 2210

ENFORCEMENT COVENANT
Metropolitan Development Commission, The Metropolitan Development Commission, its successors or other persons shall have no right, power or authority to enforce any covenants, restrictions or other limitations that expressly run in favor of the Metropolitan Commission, provided that nothing herein shall be construed to prevent the Metropolitan Commission, provided from enforcing any provision of the Subdivision Control Ordinance, 36-AC-15, as amended, or any conditions attached to approval of the plat by the Plat Commission.

STORM DRAINAGE COVENANT (DRAINAGE AND FLOOD CONTROL)
As stated in Section 10-5-41, the ownership of this parcel shall include the following covenant on the recorded plat:
It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply with the provisions of the drainage plan as approved for this plat by the Department of Civil Engineering, the City of Indianapolis and the requirements of all other laws and ordinances in that behalf made.

SANITARY SEWER COVENANT
Section 22-5-10 of this parcel shall include the following covenant on the recorded plat, as per 22-5-10:
It shall be the responsibility of the owner of any lot or parcel of land within the area of this plat to comply at all times with the provisions of the sanitary sewer ordinance, as amended, by the Department of Capital Asset Management and the requirements of all other laws and ordinances in that behalf made. Owner further covenants that no portion of the lot or parcel shall be excavated, maintained, or allowed to combine without express written permission in which the easement and right-of-way is granted Department, and its agents, shall have the right to ingress and egress and to install, repair or maintain sanitary sewer facilities.

DEDICATIONS:
The rights-of-way of the streets as shown on this plat, if not heretofore dedicated to the public are hereby dedicated to the public for use as a public right-of-way, reserving to the dedication, the successors or assigns the reversion or reversion thereof, whenever discontinued by law.
The undersigned, Wayne M. Grady, Norma K. Grady, and Sandra Marie Grady, owners of the real estate shown and described on this plat, do hereby plat and dedicate the same in accordance with this plat.
The subdivision shall be designated as Grady Estates
Witness my signature this 15th day of February, 2003.
Wayne M. Grady
Norma K. Grady
Sandra Marie Grady

Before me, the undersigned, a Notary Public in and for Marion County, Indiana, personally appeared Wayne M. Grady, Norma K. Grady, and Sandra Marie Grady, known to me to be the persons whose names are subscribed to the foregoing instrument as their voluntary act and deed for the purposes therein expressed.
Witness my hand and seal this 15th day of February, 2003.
KATHLEEN L. VANDERKAM, Notary Public
Commission Expires: January 24, 2004
My Commission Expires
FILED
APR 15 2003
FRANKLIN TOWNSHIP
ASSASSOR

SECONDARY PLAT
Prepared by: Wayne Grady and Dawn Roberts
Printed by: JHS
Project No. 02-0013-P