

CROSS REFERENCE 2003-0251831 (22)



MARTHA A. WOKACKS  
MARION COUNTY AUDITOR

500873 NOV 24 9

OFFICIAL PUBLIC SALE  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**GRANDVIEW GARDENS**

THIS DECLARATION ("Declaration") is made this 14<sup>TH</sup> day of AUGUST, 2003 by Davis Homes, LLC, an Indiana limited liability company ("Developer").

**Recitals**

1. Developer is the owner of the real estate which is described in Exhibit "A" attached hereto and made a part hereof (the "Initial Real Estate").

2. Developer intends to subdivide the Initial Real Estate into residential lots.

3. Before subdividing the Initial Real Estate, Developer desires to subject the Initial Real Estate to certain covenants, conditions and restrictions for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of any part thereof.

4. Developer further desires to create an organization to which shall be assigned the responsibility for maintaining and administering the common areas and certain other areas of the Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plats of the Initial Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana and of collecting and disbursing assessments and charges as herein provided.

5. Developer may from time to time subject additional real estate located within the tracts near the Initial Real Estate, (and included as part of the rezoning case no. 2001-ZON-10) to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate" or the "Subdivision").

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be

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acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following covenants, conditions and restrictions, each of which shall run with the land and be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof.

## ARTICLE I

### DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

1.1 "Association" means Grandview Gardens Community Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will hereafter cause to be incorporated, and its successors and assigns.

1.2 "Architectural Review Committee" means the architectural review committee established pursuant to Paragraph 6.1 of this Declaration.

1.3 "Common Areas" means (i) all portions of the Real Estate shown on any Plat of a part of the Real Estate as a "Common Area" or which are otherwise not located in Lots and are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time. Common Areas may be located within a public right-of-way.

1.4 "Common Expenses" means (i) expenses associated with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including without limitation expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping located on a Drainage, Utility or Sanitary Sewer Easement or on a Landscape Easement to the extent the Association deems it necessary to maintain such easement, (ii) expenses associated with the maintenance, repair or continuation of the drainage facilities located within and upon the Drainage, Utility or Sanitary Sewer Easements, (iii) all judgments, liens and valid claims against the Association, (iv) all expenses incurred to procure liability, hazard and any other insurance provided for herein and (v) all expenses incurred in the administration of the Association or the performance of the terms and provisions of this Declaration.

1.5 "Developer" means Davis Homes, LLC, an Indiana limited liability company, and any successors or assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.

1.6 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer or its affiliates no longer own

any Lot within the Real Estate, but in no event shall the Development Period extend beyond the date seven (7) years after the date this Declaration is recorded.

1.7 "Landscape Easements" means those areas of ground so designated on a Plat of any part of the Real Estate.

1.8 "Lake Access Easements" means those areas of ground so designated on a Plat of any part of the Real Estate.

1.9 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate.

1.10 "Mortgagee" means the holder of a duly recorded first mortgage lien on any Lot or Residence Unit.

1.11 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding for all purposes those persons or entities having an interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Developer so long as Developer shall own any Lot in the Real Estate.

1.12 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.13 "Residence Unit" means any single family home constructed on any part of the Real Estate.

1.14 "Utility, Drainage or Sanitary Sewer Easements" means those areas of ground so designated on a Plat of any part of the Real Estate.

1.15 "Tree Preservation Easement" means those areas of ground so designated on a Plat of any part of the Real Estate.

## ARTICLE II

### APPLICABILITY

All Owners, their tenants, guests, invitees and mortgagees, and any other person using or occupying a Lot or any other part of the Real Estate shall be subject to and shall observe and comply with the applicable covenants, conditions and restrictions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Residence Unit (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any other builder or any other Owner of the Residence Unit, or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions and restrictions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants, for such Owner, such Owner's heirs, personal representatives, successors and assigns, with Developer and the other Owners from time to time, to keep, observe, comply with and perform the covenants, conditions and restrictions of this Declaration.

### ARTICLE III

#### PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Lot and related Residence Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Areas which are in addition to the regular and special assessments described herein;

(ii) the right of the Association to fine any Owner or make a special assessment against any Lot in the event a person permitted to use the Common Areas by the Owner of such Lot violates any rules or regulations of the Association;

(iii) the right of the Association to dedicate or transfer all or any part of the Common Areas or grant easements therein to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

(iv) the easements reserved elsewhere in this Declaration and in any Plat of any part of the Real Estate; and

3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of use and enjoyment of the Common Areas subject to the terms of this Declaration and any rules and regulations promulgated by the Association from time to time.

3.3' Conveyance of Common Areas. Developer shall convey all of its right, title and interest in and to any of the Common Areas to the Association by warranty deed, and such Common Areas so conveyed shall then be the property of the Association.

#### ARTICLE IV

##### USE RESTRICTIONS

4.1 Lakes. There shall be no swimming, skating, boating, fishing in or on or other recreational use of any lake, pond, creek, ditch or stream on the Real Estate. The Association may promulgate rules and regulations with respect to the permitted uses, if any, of the lakes or other bodies of water on the Real Estate.

4.2 Use of Common Areas. Subject to section 4.1 above, the Common Areas shall be used only for recreational purposes and other purposes permitted or sanctioned by the Association.

4.3 Lot Access. All Lots shall be accessed from the interior streets of the Subdivision.

4.4 Other Use Restrictions Contained in Plat Covenants and Restrictions. The Plat Covenants and Restrictions relating to the Real Estate contain additional restrictions on the use of the Lots in the Subdivision, including, without limitation, prohibitions against commercial use, detached accessory buildings and nuisances; restrictions relating to the use of Landscape Easements, and Utility, Drainage, Sanitary Sewer Easements and Tree Preservation Easements; and restrictions relating to temporary structures, vehicle parking, signs, mailboxes, garbage and refuse disposal, storage tanks, water supply and sewage systems, ditches and swales, driveways, antenna and satellite dishes, awnings, fencing, swimming pools, solar panels and outside lighting. Such prohibitions and restrictions contained in the Plat Covenants and Restrictions are hereby incorporated by reference as though fully set forth herein.

#### ARTICLE V

##### ASSOCIATION

5.1 Membership. Each Owner shall automatically become a member of the Association and shall remain a member of the Association so long as he or she owns a Lot.

5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the

immediately following subparagraph). Each Class A member shall be entitled to one (1) vote per Lot owned.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned by Developer. The Class B membership shall cease and be converted to Class A membership upon the Applicable Date (as defined in Section 5.3 below).

5.3 Applicable Date. The term "Applicable Date" shall mean when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership or the expiration of the Development Period, whichever shall first occur.

5.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote and no Lot's vote shall be split.

5.5 Board of Directors. The members of the Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.

5.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice as provided therein, but in any event, with at least ninety (90) days prior written notice.

5.7 Responsibilities of the Association. The responsibilities of the Association shall include, but shall not be limited to:

(i) Maintenance of the Common Areas including any and all improvements thereon as the Association deems necessary or appropriate.

(ii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas or Landscape Easements as the Association deems necessary or appropriate.

(iii) Maintenance, repair and replacement of any entrance street light, any private street signs and any private streets which may be shown on any Plat of a part of the Real Estate as Common Area.

(iv) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of each Owner of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on such Lot free from obstructions so that the storm water drainage will be unimpeded.

(v) Maintenance of lake water (condition, not level) so as not to create stagnant or polluted waters affecting the health and welfare of the community.

(vi) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners, the insurance coverage required under this Declaration.

(vii) Assessment and collection from the Owners and payment of all Common Expenses.

(viii) Performing or contracting for property or Association management, snow removal, Common Area maintenance, trash removal or other services as the Association deems necessary or advisable.

(ix) Enforcing the rules and regulations of the Association and the requirements of this Declaration and any applicable zoning or other recorded covenants, in each case, as the Association deems necessary or advisable.

**5.8 Powers of the Association.** The Association may adopt, amend or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, in each case as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special assessments or other charges or fines against any Owner or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

**5.9 Compensation.** No director or officer of the Association shall receive compensation for his or her services as such director or officer, except to the extent expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members.

**5.10 Non-Liability of Directors and Officers.** The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with

respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.11 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorneys fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof or to enforce the indemnity rights contemplated hereby except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any such action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any accountant, attorney or other person or firm employed or retained by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend any meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this section 5.11.

## ARTICLE VI

### ARCHITECTURAL REVIEW COMMITTEE

6.1 Creation. There shall be, and hereby is, created and established an Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association. The three persons appointed by the Board of Directors to the Architectural Review Committee shall consist



of Owners' of Lots but need not be members of the Board of Directors. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Review Committee upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, structures or any other improvements placed or modified by any person on any Lot and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve the value and desirability of the Real Estate and the harmonious relationship among Residence Units and the natural vegetation and topography.

(i) In General. No residence, building, structure, antenna, walkway, fence, deck, pool, tennis court, basketball goal, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or modified, changed or altered on any Lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for the proposed improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise permitted by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect.

(ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application (a "Requested Change") made to it when:

(a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any of the terms of this Declaration or the Plat Covenants and Restrictions applicable to any part of the Real Estate;

(b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent Residence Units or related improvements; or

(c) The Requested Change in the opinion of the Architectural Review Committee would not preserve or enhance the value and desirability of the Real

Estate or would otherwise be contrary to the interests, welfare or rights of the Developer or any other Owner.

(iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations or building policies or procedures as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of Requested Changes.

6.3 Duties of Architectural Review Committee. If the Architectural Review Committee does not approve a Requested Change within forty-five (45) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed denied. One copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association, the Developer nor any agent or member of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done in connection with a Requested Change or for any decision made by it unless made in bad faith or by willful misconduct.

6.5 Inspection. The Architectural Review Committee or its designee may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI and may require any work not consistent with an approved Requested Change, or not approved, to be stopped and removed at the offending Owner's expense.

## ARTICLE VII

### ASSESSMENTS

7.1 Purpose of Assessments. Each Owner of a Lot by acceptance for itself and related entities of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for his obligation for (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. The purposes of Regular and Special Assessments are: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, Landscape Easements, Drainage, Utility or Sanitary Sewer Easements and the drainage system, (iii) for the performance of the responsibilities and duties and satisfaction of the obligations of the Association and (iv) for such other purposes as are reasonably necessary or specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for repair and

replacement of any capital improvements which the Association is required to maintain. The Regular and Special Assessments levied by the Association shall be uniform for all Lots within the Subdivision.

**7.2 Regular Assessments.** The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Residence Unit at any amount not in excess of the "Maximum Regular Assessment" as follows:

(i) Until December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Residence Unit for any calendar year shall not exceed Five Hundred and 00/100 Dollars (\$500.00).

(ii) From and after December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Maximum Regular Assessment on any Residence Unit for any calendar year may be increased by not more than five percent (5%) per year above the Regular Assessment for the previous calendar year without a vote of the members of the Association.

(iii) From and after December 31 of the year immediately following the conveyance of the first Lot to an Owner for residential use, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called and held for such purpose.

(iv) Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

**7.3 Special Assessments.** In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time incur, but only with the assent of a majority of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called and held for such purpose.

**7.4 No Assessment against Developer During the Development Period.** Neither the Developer nor any affiliated entity shall be assessed any portion of any Regular or Special Assessment during the Development Period.

7.5 Date of Commencement of Regular or Special Assessments; Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the first day of the first calendar month following the first conveyance of the related Lot to an Owner, provided that, in the case of the conveyance by Developer of a Lot to any builder in the Subdivision not related to Developer, such commencement shall occur on the first day of the sixth calendar month following the first conveyance of the Lot to such builder.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The installment periods and due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

7.6 Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Residence Unit or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment when due, the lien for such assessment (as described in section 7.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association on the first day of each month of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to attorneys fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this section 7.6 or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Residence Unit, or the

purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments thereafter becoming due or from the lien therefor.

7.7 Creation of Lien and Personal Obligation. All Regular Assessments and Special Assessments, together with interest, costs of collection and attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.8 Expense Incurred to Clear Drainage, Utility or Sanitary Sewer Easement Deemed a Special Assessment. As provided in the Plat Covenants relating to the Real Estate, the Owner of any Lot subject to a Drainage, Utility or Sanitary Sewer Easement, Landscape Easement or Lake Access Easement including any builder, shall be required to keep the portion of said Easement on his Lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the applicable local governmental authority and prior written approval of the Developer and the Association. Also, no structures or improvements, including without limitation decks, patios, pools, fences, walkways or landscaping of any kind, shall be erected or maintained upon said Easements, and any such structure or improvement so erected shall, at Developer's or the Association's written request, be promptly removed by the Owner at the Owner's sole cost and expense. If, within thirty (30) days after the date of such written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement, Developer or the Association may enter upon the Lot and cause such obstruction, structure or improvement to be removed so that the Easement is returned to its original designed condition. In such event, Developer or the Association shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a special assessment against the Lot owned by such Owner which, if unpaid, shall constitute a lien against such Lot and may be collected by the Association pursuant to this Article 7 in the same manner as any Regular Assessment or Special Assessment may be collected.

## ARTICLE VIII

### INSURANCE

8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if practicable, contain provisions that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors and all Owners and their respective agents and guests and (ii) waives any defense to payment based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance shall cover all of the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate and the Developer.

8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as Common Expenses.

## ARTICLE IX

### MAINTENANCE

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Drainage, Utility or Sewer Easements, Landscape Easements, Lake Access Easements or Tree Preservation Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance including without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner reasonably satisfactory to the Association, the Association shall have the right (but not the obligation),

through its agents, employees and contractors, to enter upon said Lot and clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a special assessment against such Lot and the owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable to the offending Owner for any damage which may result from any maintenance work performed hereunder.

**9.2 Damage to Common Areas.** In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association owns or is required to maintain hereunder, including without limitation any Subdivision improvement, such as fences or columns erected by the Developer in right-of-way areas, the Association shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas and other improvements if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of his family or of a guest, subcontractor, employee, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or any other improvements maintained by the Association pursuant to this Paragraph 9.2, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall constitute a special assessment against such Owner, whether or not a builder, and its Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

## ARTICLE X

### MORTGAGES

**10.1 Notice to Mortgagees.** The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of the Owner of any Lot in the performance of the Owner's obligations under this Declaration or any other applicable documents.

**10.2 Notice to Association.** Any Mortgagee who holds a first mortgage lien on a Lot may notify the Secretary of the Association by certified mail (return receipt requested) of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any

notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Secretary as herein provided, no notice to any Mortgagee shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.3 Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become liens against any Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee with respect to any Lot may make the payment on behalf of the Association.

## ARTICLE XI

### AMENDMENTS

11.1 By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the vote required by subparagraph (iv) below at a meeting of the members of the Association duly called and held in accordance with the provisions of the Association's By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than ninety percent (90%) in the aggregate of all votes entitled to be cast by all Owners if the proposed amendment is considered and voted upon on or before twenty (20) years after the date hereof, and not less than seventy-five percent (75%) of such votes if the proposed amendment is considered and voted on after twenty (20) years from the date hereof. In any case, provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lot or Residence Unit within the Real Estate. In the event any Residence Unit is subject to a first mortgage, the



Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner provided the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing sub-section 10.2.

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication or mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

(v) Mortgagees' Vote on Special Amendments. No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first mortgagee's consent under the Freddie Mac Sellers' and Servicers' Guide, Vol. 1, Section 2103(d), without the written approval of at least sixty-seven percent (67%) of the Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing section 10.2.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days after the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

11.2 By the Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Real Estate, to make any technical or other amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation: to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors or other errors or omissions in this Declaration or any amendment or supplement hereto; provided, however, that in no event shall Developer be entitled to make any amendment which has

a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

11.3 Recording. Each amendment to this Declaration need be executed only by Developer in any case where Developer has the right to amend this Declaration pursuant to Paragraph 11.2 and, otherwise, by the President or Vice President and Secretary of the Association; provided, however, that any amendment requiring the consent of Developer pursuant to Paragraph 11.1 shall contain Developer's signed consent. All amendments shall be recorded in the Office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

## ARTICLE XII

### MISCELLANEOUS

12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions and restrictions; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing or neglecting for any reason to enforce any such covenants, conditions or restrictions.

12.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Association and the Developer, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate shall constitute a waiver by that party of, or an estoppel of that party to assert, any right available to it upon the occurrence, recurrence or continuance of such violation.

12.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land comprising the Real Estate and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2023, and thereafter shall continue automatically until terminated or modified by vote in the majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall terminate or

otherwise affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

12.4 Severability. Invalidation of any of the covenants, conditions or restrictions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

12.5 Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Indiana.

12.6 Annexation. Additional land may be annexed by Developer to the Real Estate (and from and after such annexation shall be deemed part of the Real Estate for all purposes of this Declaration) by execution and recordation by Developer in the Office of the Recorder of Marion County, Indiana, of a supplemental declaration, and such action shall require no approvals or other action of the Owners.

### ARTICLE XIII

#### DEVELOPER'S RIGHTS

13.1 Access Rights. Developer hereby declares, creates and reserves an access license over and across all of the Real Estate for the use of Developer and its representatives, agents, designees, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this section 13.1 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or the foundation of a building properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access rights only to the extent reasonably necessary and appropriate and such parties shall, to the extent reasonably practicable, repair any damage or destruction caused by reason of such parties' exercise of this access license.

13.2 Signs. Developer and its designees shall have the right to use signs of any size during the Development Period and shall not be subject to the Plat Covenants with respect to signs during the Development Period. The Developer and its designees shall also have the right to construct or change any building, improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period.

13.3 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer, the Association or such person or entity as, in the sole

opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate or the sale of Lots and the construction or sale of Residence Units thereon. Such facilities may include, without limitation, storage areas or tanks, parking areas, signs, model residences, construction offices or trailers and sales offices or trailers.



**EXHIBIT "A"**  
**LAND DESCRIPTION**  
Grandview Gardens Section 1

Part of the Northeast Quarter of Section 33, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

BEGINNING at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 33; thence North 89 degrees 10 minutes 00 seconds East (assumed bearing) along the North Line of the Southeast Quarter of the said Northeast Quarter Section a distance of 225.60 feet; thence North 00 degrees 03 minutes 30 seconds West, parallel with the West Line of the Northeast Quarter of the said Northeast Quarter Section, a distance of 200.00 feet to a point on the north line of a tract of land described in Instrument #880017628 recorded in the office of the recorder of Marion County, Indiana (the following two (2) described courses being along the north and east lines of said tract of land); (1) thence North 89 degrees 10 minutes 00 seconds East a distance of 210.00 feet; (2) thence South 00 degrees 03 minutes 30 seconds East a distance of 200.00 feet to the North Line of the Southeast Quarter of the said Northeast Quarter Section; thence North 89 degrees 10 minutes 00 seconds East along the said North Line a distance of 533.92 feet; thence South 00 degrees 31 minutes 29 seconds East a distance of 186.05 feet; thence North 89 degrees 28 minutes 31 seconds East a distance of 6.52 feet; thence South 00 degrees 31 minutes 29 seconds East a distance of 193.00 feet; thence North 89 degrees 28 minutes 31 seconds East a distance of 139.54 feet; thence South 46 degrees 31 minutes 12 seconds East a distance of 100.07 feet; thence South 20 degrees 33 minutes 33 seconds East a distance of 151.09 feet; thence South 09 degrees 50 minutes 01 seconds West a distance of 90.41 feet; thence South 56 degrees 46 minutes 56 seconds West a distance of 231.63 feet; thence South 00 degrees 02 minutes 25 seconds East a distance of 70.00 feet; thence South 65 degrees 39 minutes 35 seconds East a distance of 45.49 feet; thence South 15 degrees 22 minutes 13 seconds West a distance of 206.94 feet; thence South 11 degrees 47 minutes 36 seconds West a distance of 50.00 feet; thence North 78 degrees 12 minutes 24 seconds West a distance of 30.79 feet; thence South 16 degrees 14 minutes 12 seconds West a distance of 137.25 feet; thence North 78 degrees 12 minutes 24 seconds West a distance of 111.77 feet to a curve having a radius of 225.00 feet, the radius point of which bears South 80 degrees 15 minutes 57 seconds East; thence Southerly along the arc of said curve a distance of 38.07 feet to a point which bears North 89 degrees 57 minutes 35 seconds West from said radius point; thence South 00 degrees 02 minutes 25 seconds West a distance of 10.59 feet; thence North 89 degrees 57 minutes 35 seconds West a distance of 50.00 feet; thence North 00 degrees 02 minutes 25 seconds East a distance of 10.59 feet to a curve having a radius of 275.00 feet, the radius point of which bears South 89 degrees 57 minutes 35 seconds East; thence Northerly along the arc of said curve a distance of 8.88 feet to a point which bears North 88 degrees 06 minutes 33 seconds West from said radius point; thence North 87 degrees 04 minutes 15 seconds West a distance of 144.67 feet; thence South 00 degrees 02 minutes 25 seconds West a distance of 72.92 feet to the South line of the said Northeast Quarter Section; thence South 89 degrees 05 minutes 06 seconds West along the said South Line a distance of 197.52 feet; thence North 00 degrees 01 minutes 28 seconds East, parallel with the West Line of the Southeast Quarter of the said Northeast Quarter Section, a distance of 336.05 feet; thence North 89 degrees 05 minutes 06 seconds East, parallel with the aforesaid South Line, a distance of 260.04 feet; thence North 00 degrees 01 minutes 28 seconds East, parallel with the said West Line, a distance of 922.38 feet to a point 75.00 feet South by perpendicular measure from the North Line of the Southeast Quarter of the said Northeast Quarter Section; thence South 89 degrees 10 minutes 00 seconds West, parallel with the said North Line, a distance of 654.32 feet; thence South 00 degrees 01 minutes 28 seconds West, parallel with the West Line of the Southeast Quarter of the said Northeast Quarter Section, a distance of 150.00 feet; thence North 89 degrees 58 minutes 32 seconds West a distance of 45.00 feet to the West Line of the said Quarter Quarter Section; thence North 00 degrees 01 minutes 28 seconds East along the said west line a distance of 224.33 feet to the BEGINNING POINT, containing 14.788 acres, more or less.

CROSS REFERENCE 2003-0251831

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MARTHA A. WOMACKS  
MARION COUNTY RECORDER

500877 NOV 24 8

**PLAT COVENANTS AND RESTRICTIONS**

**GRANDVIEW GARDENS SECTION ONE**

The undersigned, <sup>1</sup>Davis Homes LLC, an Indiana Limited Liability Company (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Grandview Gardens Section One, which is filed of record simultaneously herewith in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Grandview Gardens Section One". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Grandview Gardens, dated \_\_\_\_\_, 2003 and recorded on \_\_\_\_\_, 2003 as Instrument No. \_\_\_\_\_ in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), the commitments made as part of the rezoning case number 2001-ZON-10 recorded as Instrument No. \_\_\_\_\_ in the Office of the Recorder of Marion County, Indiana ("Zoning Commitments") and to the rights, powers, duties and obligations of Grandview Gardens Community Association, Inc. (the "Association") set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration, shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. **PUBLIC RIGHT OF WAY.** The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. **COMMON AREAS.** There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration. Common Areas are created as conservation easements and shall not be used for residential home construction.
3. **UTILITY, DRAINAGE AND SANITARY SEWER EASEMENTS.** There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sanitary Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Board of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The Owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage

will be unimpeded and will not be changed or altered without a permit from the Board of Public Works and prior written approval of the Developer or the Association. The Sanitary Sewer Easements are hereby created and reserved for the use of the Board of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal, replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility Easements, Drainage Easements and Sanitary Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any portion of any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, pools, landscaping, fences or walkways, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS, TREE PRESERVATION EASEMENTS AND LAKE ACCESS EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements", "Tree Preservation Easements" and "Lake Access Easements". Such Landscape Easements, Tree Preservation Easements and Lake Access Easements are hereby created and reserved for the use of the Developer, during the Development Period, and the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials, entrance walls, lighting, irrigation and other improvements. Except as installed by Developer or installed and maintained by the Association or with the approval of the Architectural Review Committee, no structures or improvements, including without limitation piers, decks, walkways, patios and fences, shall be erected or maintained upon said Easements except vinyl clad chain link fence. Living trees within the Tree Preservation Easement shall not be disturbed except as shown on the plan approved by Delaware Trails Community Association.
5. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The minimum front yard set back shall be as designated on the Plat. The minimum rear yard setback shall be Twenty (20) feet for all of the D-3 lots and Fifty (50) feet for all of the D-2 lots along the north and east property lines of the overall Subdivision. The minimum side yard setback shall be six (6) feet with an aggregate of sixteen (16) feet.
6. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No one story Residence Unit constructed on a Lot shall have less than fourteen hundred (1400) square feet of total living area, exclusive of garages, carports and open porches. The total average of all homes in the subdivision shall not be less than two thousand (2,000) square feet of total living area upon completion of all of the homes in the subdivision. Each residence shall include an attached two-car (or larger) enclosed garage with a hard surfaced driveway. No doubles shall be permitted on corner lots. The front elevation of each home shall be a minimum of 40% brick exclusive of doors, windows, garage doors, gables and dormers. No manufactured or mobile homes shall be permitted on any lot ( this commitment shall not preclude the use of building components). Each home shall have a minimum landscape package installed with the original construction as established by the developer, which shall include a minimum of one (1) deciduous shade tree of at least 1 1/2" caliper.
7. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof in violation of any home occupation provisions of the applicable zoning ordinance. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.



8. **ACCESSORY AND TEMPORARY BUILDINGS.** No trailers, shacks, carports, outhouses or detached or unenclosed storage sheds, tool sheds, garages or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.
9. **TEMPORARY RESIDENCE.** No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement or garage may be used at any time as a residence, temporary or permanent; nor may any other structure of a temporary character be used as a residence.
10. **NUISANCES.** No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.
11. **VEHICLE PARKING.** No camper, motor home, truck (over 3/4 ton load capacity), trailer, boat, personal watercraft, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. No on-street parking shall be permitted in the subdivision.
12. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a Residential Unit for sale, and except that Developer and its affiliates and designees may use larger signs during the sale and development of the Subdivision. All street signs shall meet all City of Indianapolis standards.
13. **MAILBOXES.** All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.
14. **GARBAGE AND REFUSE DISPOSAL.** Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse. All garbage, trash cans and receptacles and woodpiles shall be screened.
15. **STORAGE TANKS.** No gas, oil or other storage tanks shall be installed on any Lot.
16. **WATER SUPPLY AND SEWAGE SYSTEMS.** No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.
17. **DITCHES AND SWALES.** All Owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots. All sump pump discharges shall be connected to a subsurface drain, storm sewer or lake. No drains shall be discharged directly to the ground surface. No filling, regrading, piping, rerouting or other alteration of any open ditch or swale may be made without the express written consent of the Architectural Review Committee, and subject to the approval of the appropriate governmental entity.
18. **GARAGES/DRIVEWAYS.** Each driveway in the Subdivision shall be of concrete or asphalt material.

19. **ANTENNA AND SATELLITE DISHES.** No outside antennas shall be permitted in the Subdivision. Outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (i) the diameter of the satellite dish shall be no more than twenty-four inches ("24"), (ii) only one (1) satellite dish shall be permitted on each Lot, and (iii) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision.
20. **AWNINGS.** No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.
21. **FENCING.** No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wood or vinyl clad chain link and shall not be higher than six (6) feet. No fencing shall extend into a yard, fronting onto a street, closer to the street than the front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee. Fences are allowed in easements but are erected at owner's risk as such fences may be partially or completely torn down by others if they interfere with the installation, operation, and/or maintenance of the facilities for which the easement has been reserved. No fences except vinyl clad chain link fence shall be permitted within any Tree Preservation Easement.
22. **SWIMMING POOLS, SPORTS COURT AND PLAY EQUIPMENT.** No above-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Architectural Review Committee. No metal outdoor play equipment shall be permitted in the Subdivision.
23. **SOLAR PANELS.** No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.
24. **OUTSIDE LIGHTING.** Except as otherwise approved by the Developer, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture within the Subdivision and shall provide for projection of light so as not to create a glare, distraction or nuisance to any Owner or other property owners in the vicinity of or adjacent to the Subdivision. All homes shall have uniform "dusk to dawn" front yard lights and/or coach lights attached to the house.
25. **SITE OBSTRUCTIONS.** No fence, wall, hedge or shrub planting which obstructs 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 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 sight-line limitations shall apply to any Lot within twenty five (25) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.
26. **VIOLATION.** Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

27. AMENDMENT. These covenants and restrictions may be amended at any time by a vote of no less than seventy-five percent (75%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in the Subdivision have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment, which is contrary to a zoning commitment, shall be effective without the written approval of the affected adjacent homeowners associations designated by the City of Indianapolis.
28. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2023, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.
29. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 14<sup>th</sup> day of AUGUST, 2003.

Davis Homes, LLC, an Indiana  
Limited Liability Company, by its  
manager-member,

Davis Holding Corporation, an  
Indiana Corporation.

By: \_\_\_\_\_

C. RICHARD DAVIS  
Vice President

STATE OF INDIANA )  
 )  
COUNTY OF MARION )

SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared C RICHARD DAVIS, the VICE-PRESIDENT of DAVIS HOMES, LLC, an Indiana LTD LIABILITY CO., and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 14TH day of AUGUST, 2003.

Jane A. Hendrickson  
Notary Public

JANE A. HENDRICKSON  
Printed

My commission expires:

6/04/07

I am a resident of HENDRICKS County, Indiana.



Approved 11 / 21 / 2003  
Washington Township Assessor  
By: [Signature]  
Real Estate Deputy



This instrument was prepared by and recorded instrument to:  
Ronald F. Shady, Jr., Vice President of Davis Holding  
Corporation, 3755 East 82nd Street, Suite 120, Indianapolis  
Indiana 46240, (317) 595-2900

**EXHIBIT "A"**  
**LAND DESCRIPTION**  
Grandview Gardens Section 1

Part of the Northeast Quarter of Section 33, Township 17 North, Range 3 East in Marion County, Indiana, being more particularly described as follows:

BEGINNING at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 33; thence North 89 degrees 10 minutes 00 seconds East (assumed bearing) along the North Line of the Southeast Quarter of the said Northeast Quarter Section a distance of 225.60 feet; thence North 00 degrees 03 minutes 30 seconds West, parallel with the West Line of the Northeast Quarter of the said Northeast Quarter Section, a distance of 200.00 feet to a point on the north line of a tract of land described in Instrument #880017628 recorded in the office of the recorder of Marion County, Indiana (the following two (2) described courses being along the north and east lines of said tract of land); (1) thence North 89 degrees 10 minutes 00 seconds East a distance of 210.00 feet; (2) thence South 00 degrees 03 minutes 30 seconds East a distance of 200.00 feet to the North Line of the Southeast Quarter of the said Northeast Quarter Section; thence North 89 degrees 10 minutes 00 seconds East along the said North Line a distance of 533.92 feet; thence South 00 degrees 31 minutes 29 seconds East a distance of 186.05 feet; thence North 89 degrees 28 minutes 31 seconds East a distance of 6.52 feet; thence South 00 degrees 31 minutes 29 seconds East a distance of 193.00 feet; thence North 89 degrees 28 minutes 31 seconds East a distance of 139.54 feet; thence South 46 degrees 31 minutes 12 seconds East a distance of 100.07 feet; thence South 20 degrees 33 minutes 33 seconds East a distance of 151.09 feet; thence South 09 degrees 50 minutes 01 seconds West a distance of 90.41 feet; thence South 56 degrees 46 minutes 56 seconds West a distance of 231.63 feet; thence South 00 degrees 02 minutes 25 seconds East a distance of 70.00 feet; thence South 65 degrees 39 minutes 35 seconds East a distance of 45.49 feet; thence South 15 degrees 22 minutes 13 seconds West a distance of 206.94 feet; thence South 11 degrees 47 minutes 36 seconds West a distance of 50.00 feet; thence North 78 degrees 12 minutes 24 seconds West a distance of 30.79 feet; thence South 16 degrees 14 minutes 12 seconds West a distance of 137.25 feet; thence North 78 degrees 12 minutes 24 seconds West a distance of 111.77 feet to a curve having a radius of 225.00 feet, the radius point of which bears South 80 degrees 15 minutes 57 seconds East; thence Southerly along the arc of said curve a distance of 38.07 feet to a point which bears North 89 degrees 57 minutes 35 seconds West from said radius point; thence South 00 degrees 02 minutes 25 seconds West a distance of 10.59 feet; thence North 89 degrees 57 minutes 35 seconds West a distance of 50.00 feet; thence North 00 degrees 02 minutes 25 seconds East a distance of 10.59 feet to a curve having a radius of 275.00 feet, the radius point of which bears South 89 degrees 57 minutes 35 seconds East; thence Northerly along the arc of said curve a distance of 8.88 feet to a point which bears North 88 degrees 06 minutes 33 seconds West from said radius point; thence North 87 degrees 04 minutes 15 seconds West a distance of 144.67 feet; thence South 00 degrees 02 minutes 25 seconds West a distance of 72.92 feet to the South line of the said Northeast Quarter Section; thence South 89 degrees 05 minutes 06 seconds West along the said South Line a distance of 197.52 feet; thence North 00 degrees 01 minutes 28 seconds East, parallel with the West Line of the Southeast Quarter of the said Northeast Quarter Section, a distance of 336.05 feet; thence North 89 degrees 05 minutes 06 seconds East, parallel with the aforesaid South Line, a distance of 260.04 feet; thence North 00 degrees 01 minutes 28 seconds East, parallel with the said West Line, a distance of 922.38 feet to a point 75.00 feet South by perpendicular measure from the North Line of the Southeast Quarter of the said Northeast Quarter Section; thence South 89 degrees 10 minutes 00 seconds West, parallel with the said North Line, a distance of 654.32 feet; thence South 00 degrees 01 minutes 28 seconds West, parallel with the West Line of the Southeast Quarter of the said Northeast Quarter Section, a distance of 150.00 feet; thence North 89 degrees 58 minutes 32 seconds West a distance of 45.00 feet to the West Line of the said Quarter Quarter Section; thence North 00 degrees 01 minutes 28 seconds East along the said west line a distance of 224.33 feet to the BEGINNING POINT, containing 14.788 acres, more or less.

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

551897 OCT 29 3

ONLY INTEREST IN REAL ESTATE  
SUBJECT TO FEDERAL ADVANCEANCE  
FOR TRANSFER

(4)  
JCB

**FIRST SUPPLEMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF GRANDVIEW GARDENS**

This First Supplement is made this 11<sup>th</sup> day of August, 2004, by Davis Homes, LLC, an Indiana limited liability company (the "Developer").

1. Developer is the owner of certain real estate more particularly described in Exhibit "A" attached hereto (the "Additional Real Estate").
2. Developer executed that certain Declaration of Covenants, Conditions and Restrictions of Grandview Gardens, dated August 14, 2003 and recorded the same on November 24, 2003 as Instrument No. 2003000251832 in the Office of the Recorder of Marion County, Indiana (the "Declaration").
3. Developer reserved in said Declaration the right from time to time, acting alone, to subject to the terms and provisions of the Declaration certain additional real estate located within the tracts adjacent to the Initial Real Estate (as defined in the Declaration) by execution and recordation in the Office of the Recorder of Marion County of a supplemental declaration so annexing all or any part of such real estate.
4. The Additional Real Estate constitutes a part of the tract adjacent to the Initial Real Estate.

NOW, THEREFORE, Declarant, in accordance with the rights reserved in the Declaration, makes this First Supplement as follows:

1. Definitions. All terms used in this First Supplement not otherwise defined in this First Supplement shall have the meanings set forth in the Declaration. Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration, as the same may be amended or supplemented from time to time as therein provided.

10/29/04 02:34PM WANDA MARTIN MARION CTY RECORDER JCS 16.00 PAGES: 4  
Inst # 2004-0203901

2. First Supplement to Declaration. Developer hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and made subject to the provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, and the Real Estate is hereby expanded to include the Additional Real Estate, all as if the same had originally been included in the Declaration. The Additional Real Estate shall be hereafter held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to all of the provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration, as the same may be amended or supplemented from time to time as therein provided.

3. Effect of Covenants. All such provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, shall be covenants running with the land and shall be binding upon, and inure to the benefit of Developer and any other person or entity having any right, title or interest in the Real Estate or any part thereof.

4. Declaration Continuous. Except as expressly supplemented by this First Supplement, the Declaration shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, this First Supplement has been executed by Developer as of the date first above written.

By: Davis Homes, LLC,  
an Indiana limited liability company

By: Davis Holding Corporation,  
manager member

By:   
C. Richard Davis  
Vice President

STATE OF INDIANA     )  
                                  )  
COUNTY OF MARION    )

SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, Vice President of Davis Holding Corporation, who acknowledged the execution of the foregoing First Supplement to Declaration of Covenants, Conditions and Restrictions of Grandview Gardens.

WITNESS my hand and Notarial Seal this 11<sup>TH</sup> day of August, 2004.

Jane A. Hendrickson  
Notary Public

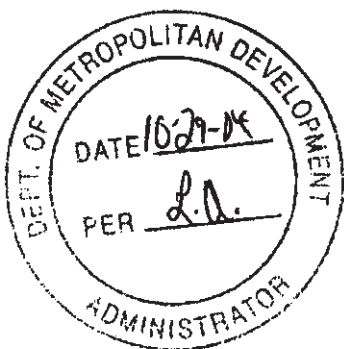


Jane A. Hendrickson  
Printed Name

My Commission Expires: June 4, 2007

Residing in Hendricks County

Approved 10 / 26 / 2004  
Washington Township Assessor  
By: [Signature]  
Real Estate Deputy



This instrument was prepared by Trent Sokol, of Davis Holding Corporation, 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240 (317)595-2900



Part of the Northeast and Southeast Quarter of Section 33, part of the Northwest Quarter of Section 33, Township 17 North, Range 3 East, in Marion County, Indiana, being more particularly described as follows:

COMMENCING at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 33 (said corner also being the Northwest Corner of Grandview Gardens Section 1 a subdivision in Marion County, Indiana, the plat of which is recorded as Instrument Number 2003-0251831 in the office of the recorder of Marion County, Indiana)(the next five (5) described courses being along the North Line of said Grandview Gardens Section 1); (1) thence North 89 degrees 10 minutes 00 seconds East (assumed bearing) along the North Line of the Southeast Quarter of said Northeast Quarter Section a distance of 225.60 feet; (2) thence North 00 degrees 03 minutes 30 seconds West, parallel with the West line of the Northeast Quarter of the said Northeast Quarter Section, a distance of 200.00 feet; (3) thence North 89 degrees 10 minutes 00 seconds East, parallel with said North Line, a distance of 210.00 feet; (4) thence South 00 degrees 03 minutes 30 seconds East, parallel with the said West Line, a distance of 200.00 feet to the said North Line; (5) thence North 89 degrees 10 minutes 00 seconds East along the said North Line a distance of 533.92 feet to the BEGINNING POINT; thence continue North 89 degrees 10 minutes 00 seconds East along the said North Line a distance of 361.43 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 34; thence North 89 degrees 10 minutes 37 seconds East a distance of 979.11 feet to the West Line of Delaware Oaks, a subdivision in Marion County, Indiana, the plat of which is recorded as Instrument Number 83-85442 in the office of the recorder of Marion County, Indiana; thence South 00 degrees 02 minutes 58 seconds West along the said West Line a distance of 1331.32 feet to the South Line of the Southwest Quarter of said Northwest Quarter Section (said point being South 89 degrees 06 minutes 20 seconds West a distance of 351.77 feet from the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 34; thence South 89 degrees 06 minutes 20 seconds West along the said South Line a distance of 972.92 feet to the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 33; thence South 00 degrees 11 minutes 24 seconds West along the East Line of said Quarter Quarter Section a distance of 651.40 feet to the Southeast Corner of a tract of land described in Instrument Number 83-11528 being in the center of Crooked Creek (the following three courses are along the South lines of said tract of land); (1) thence North 53 degrees 41 minutes 01 seconds West a distance of 106.67 feet; (2) thence North 69 degrees 45 minutes 48 seconds West a distance of 161.16 feet to the Northeast corner of Dodson's Grandview Addition recorded as Volume 30, page 53 in the office of the recorder of Marion County, Indiana; (3) thence North 86 degrees 36 minutes 43 seconds West a distance of 438.12 feet to the East Line of land described in Warranty Deed recorded as Instrument No. 79-67811 in the office of the recorder of Marion County, Indiana; thence North 00 degrees 00 minutes 47 seconds East along the East Line of said tract of land recorded in Instrument No. 79-67811 and along the East Line of a tract of land described in Quit Claim recorded as Instrument No. 910029527 in said recorder's office a distance of 493.79 feet to the South Line of the Southeast Quarter of the Northeast Quarter of said Section 33; thence South 89 degrees 05 minutes 06 seconds West along the South Line thereof a distance of 23.19 feet to the East Line of said Grandview Gardens Section 1 (the next twenty two (22) described courses being along the said East Line); (1) thence North 00 degrees 02 minutes 25 seconds East a distance of 72.92 feet; (2) thence South 87 degrees 04 minutes 15 seconds East a distance of 144.67 feet to a curve having a radius of 275.00 feet, the radius point of which bears South 88 degrees 06 minutes 33 seconds East; (3) thence Southerly along the said curve an arc distance of 8.88 feet to a point which bears North 89 degrees 57 minutes 35 seconds West from said radius point; (4) thence South 00 degrees 02 minutes 25 seconds West a distance of 10.59 feet; (5) thence South 89 degrees 57 minutes 35 seconds East a distance of 50.00 feet; (6) thence North 00 degrees 02 minutes 25 seconds East a distance of 10.59 feet to a curve having a radius of 225.00 feet, the radius point of which bears South 89 degrees 57 minutes 35 seconds East; (7) thence Northerly along the said curve an arc distance of 38.07 feet to a point which bears North 80 degrees 15 minutes 57 seconds West from said radius point; (8) thence South 78 degrees 12 minutes 24 seconds East a distance of 111.77 feet; (9) thence North 16 degrees 14 minutes 12 seconds East a distance of 137.25 feet; (10) thence South 78 degrees 12 minutes 24 seconds East a distance of 30.79 feet; (11) thence North 11 degrees 47 minutes 36 seconds East a distance of 50.00 feet; (12) thence North 15 degrees 22 minutes 13 seconds East a distance of 206.94 feet; (13) thence North 65 degrees 39 minutes 35 seconds West a distance of 43.49 feet; (14) thence North 00 degrees 02 minutes 25 seconds East a distance of 70.00 feet; (15) thence North 56 degrees 46 minutes 56 seconds East a distance of 231.63 feet; (16) thence North 09 degrees 50 minutes 01 seconds East a distance of 90.41 feet; (17) thence North 20 degrees 33 minutes 33 seconds West a distance of 151.09 feet; (18) thence North 46 degrees 31 minutes 12 seconds West a distance of 100.07 feet; (19) thence South 89 degrees 28 minutes 31 seconds West a distance of 139.54 feet; (20) thence North 00 degrees 31 minutes 29 seconds West a distance of 193.00 feet; (21) thence South 89 degrees 28 minutes 31 seconds West a distance of 6.52 feet; (22) thence North 00 degrees 31 minutes 29 seconds West a distance of 186.05 feet to the BEGINNING POINT, containing 47.11 acres, more or less.

EXHIBIT "A"  
(LEGAL DESCRIPTION)



2002-0251-031

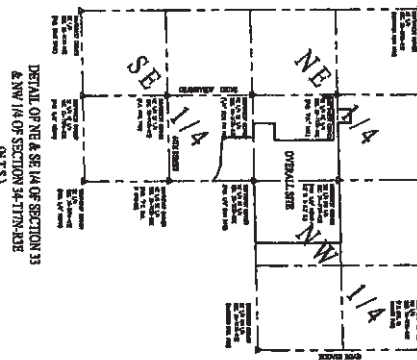
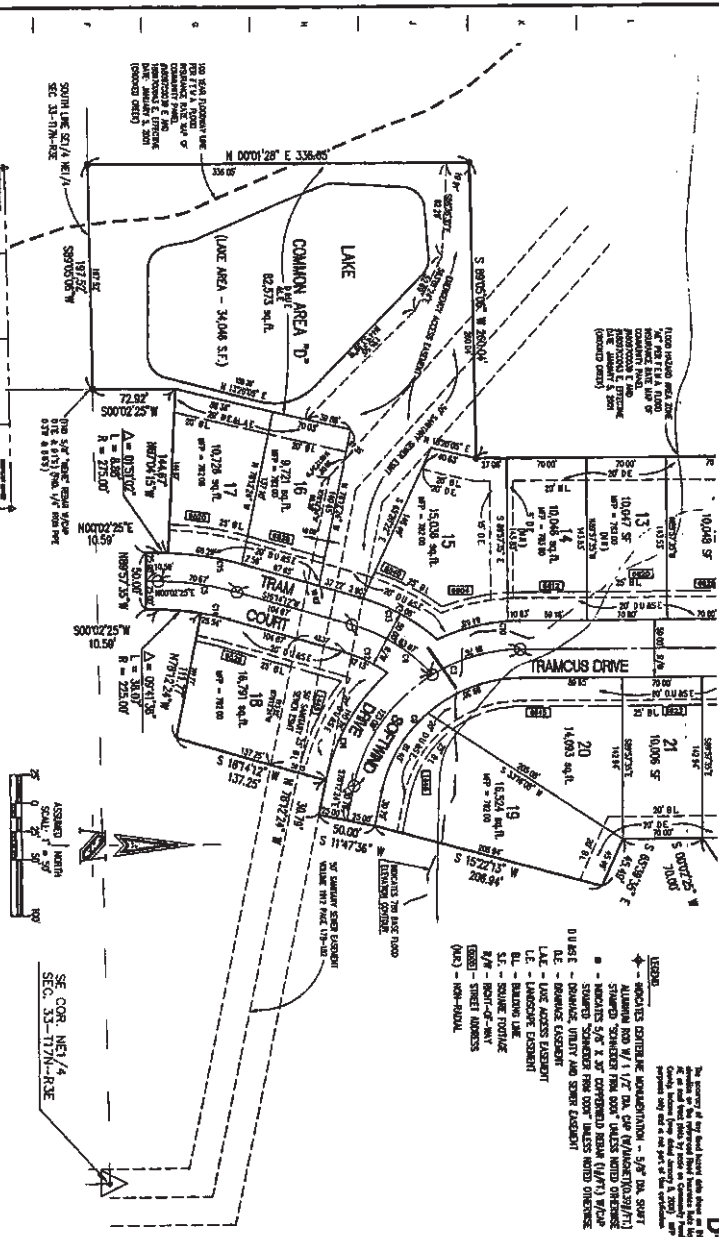
The State of Indiana has approved the proposed plat of Grandview Gardens, a subdivision of land in Marion County, Indiana, as shown on the attached plat. The plat is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 14, of the Indiana Code, and the Indiana Plat Act, Chapter 36, Article 15, of the Indiana Code. The plat is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 14, of the Indiana Code, and the Indiana Plat Act, Chapter 36, Article 15, of the Indiana Code.

**FOR CONTINUATION SEE PL1**

**GRANDVIEW GARDENS  
SECTION 1  
PART NE 1/4 SEC. 33-117N-R3E  
WASHINGTON TOWNSHIP  
MARION COUNTY, INDIANA  
D-3 ZONING**

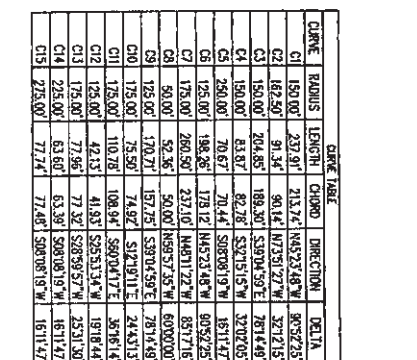
The plat is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 14, of the Indiana Code, and the Indiana Plat Act, Chapter 36, Article 15, of the Indiana Code. The plat is subject to the provisions of the Indiana Subdivision Act, Chapter 36, Article 14, of the Indiana Code, and the Indiana Plat Act, Chapter 36, Article 15, of the Indiana Code.

- LEGEND**
- INDICATES CENTERLINE UNIMPROVED - 5/8" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 36" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 48" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 60" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 72" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 84" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 96" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 108" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 120" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 132" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 144" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 156" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 168" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 180" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 192" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 204" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 216" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 228" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 240" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 252" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 264" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 276" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 288" DIA. SURF
  - INDICATES CENTERLINE IMPROVED - 300" DIA. SURF



**CHORD TABLE**

CURVE	RADIUS	LENGTH	CHORD	DIRECTION	DELTA
C1	150.00'	237.91'	213.73'	N45.23.48°W	90°57.23'
C2	182.50'	91.34'	98.14'	N73.51.27°W	32°12.15'
C3	150.00'	204.85'	189.30'	S39.04.39°E	78°14.49'
C4	150.00'	83.87'	82.78'	S32.15.15°W	32°02.05'
C5	250.00'	70.67'	71.44'	S08.03.19°W	18°11.47'
C6	125.00'	198.36'	178.12'	N45.23.48°W	89°52.25'
C7	175.00'	269.50'	232.01'	N44.01.22°W	83°17.16'
C8	50.00'	32.36'	50.00'	N85.37.26°W	89°02.00'
C9	125.00'	178.71'	197.73'	S39.04.39°E	78°14.49'
C10	175.00'	73.50'	74.97'	S72.11.11°E	24.83.13'
C11	175.00'	110.78'	108.84'	S60.04.17°E	36°16.14'
C12	125.00'	42.13'	41.93'	S25.53.34°W	19°18.44'
C13	175.00'	77.96'	77.32'	S28.59.57°W	25°31.30'
C14	225.00'	63.60'	63.39'	S08.03.19°W	18°11.47'
C15	225.00'	77.74'	77.46'	S08.03.19°W	18°11.47'



**STATE OF INDIANA**  
**COUNTY OF MARION**  
 BEFORE ME, a Notary Public in and for said County and State, personally appearing to me the undersigned, the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of said County of Marion, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**NOTARY PUBLIC**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**STATE OF INDIANA**  
**COUNTY OF MARION**  
 BEFORE ME, a Notary Public in and for said County and State, personally appearing to me the undersigned, the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the seal of said County of Marion, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**NOTARY PUBLIC**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**The Schneider Corporation**

Grandview Gardens Section 1 Plat

Project No. 0202

Scale: 1" = 40'

PLAT 2

**Schneider Corporation**

10000 N. State Street  
 Indianapolis, IN 46240-1000  
 Phone: 317-251-1000  
 Fax: 317-251-1001  
 Website: www.schneidercorp.com

**Marion County Seal**

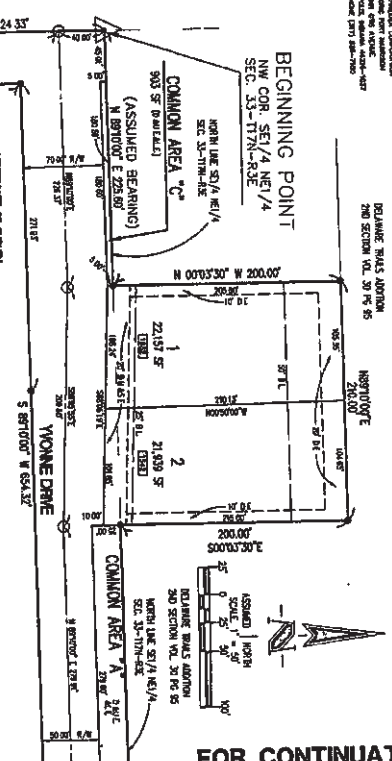
Seal of Marion County, Indiana

**Notary Seal**

Notary Public Seal

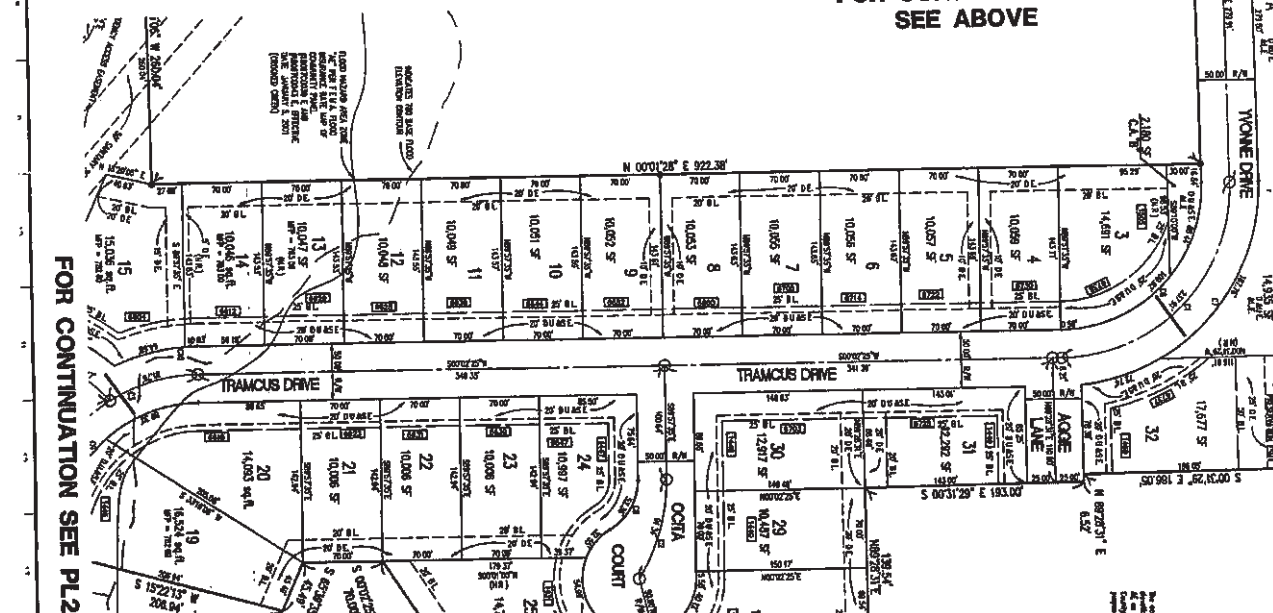
NO ADJUSTMENT HAS BEEN MADE TO THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

# GRANDVIEW DRIVE



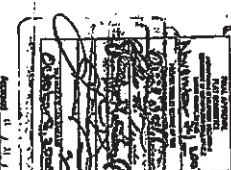
FOR CONTINUATION SEE BELOW

FOR CONTINUATION SEE ABOVE



**GRANDVIEW GARDENS**  
**SECTION 1**  
**PART NE 1/4 SEC. 33-T17N-R3E**  
**WASHINGTON TOWNSHIP**  
**MARION COUNTY, INDIANA**  
**D-3 ZONING**

THE SURVEY OF THIS TRACT HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ZONING AND SUBDIVISION ACTS OF THE STATE OF INDIANA, AND THE SEVERAL ACTS THEREON, AS AMENDED, AND THE SEVERAL ACTS OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND THE SEVERAL ACTS THEREON, AS AMENDED, AS APPLICABLE TO THIS SURVEY. THIS SURVEY IS HEREBY CERTIFIED TO BE CORRECT AND ACCURATE.



REZONES: Z001, Z004 - 010  
 PLAT: 2003-1831-005

**The Schneider Corporation**  
 2150 South Main Street  
 Indianapolis, Indiana 46202  
 Phone: 317-551-7000  
 Fax: 317-551-7001  
 Email: info@schneidercorp.com

PLAT # 2003-1831-005

Project No.	2003-1831-005
Project Name	GRANDVIEW GARDENS SECTION 1
Project Date	02/20/03
Project Status	DCG
Project Scale	1"=40'
Project Author	J.P.L.
Project Checker	J.P.L.

RECORDS DEPARTMENT OF MARION COUNTY, INDIANA, HAS BEEN ADVISED OF THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

1. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

2. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

3. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

4. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:



REZONES: Z001, Z004 - 010  
 PLAT: 2003-1831-005

NO ADJUSTMENT HAS BEEN MADE TO THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

1. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

2. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

3. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

4. THE SURVEYOR HAS DETERMINED THAT THE LOCATION OF THE CORNER TO THE NORTH END OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 1 EAST, MARION COUNTY, INDIANA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

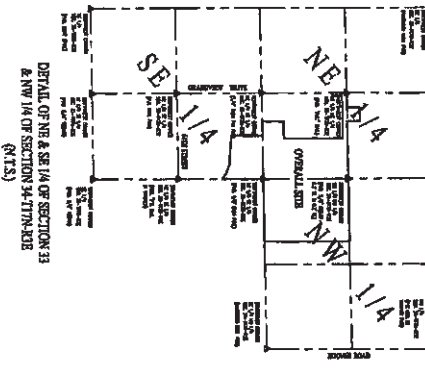
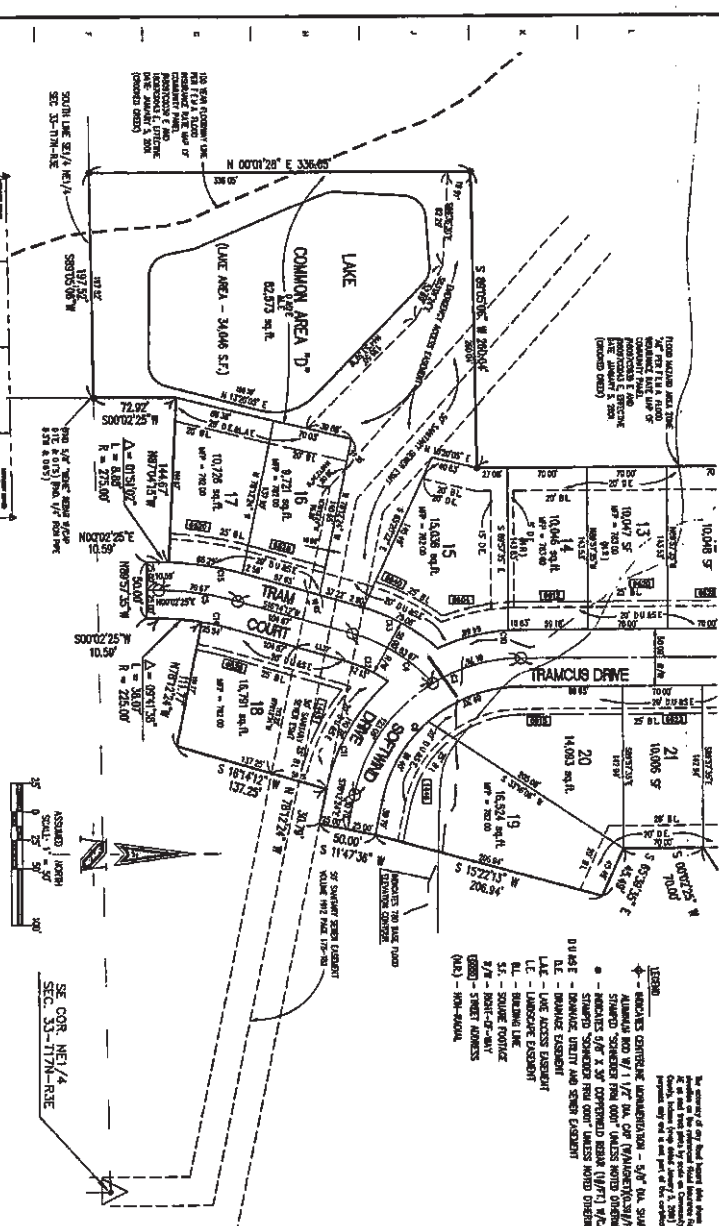
This plan is prepared for the purpose of the Department of Community and Redevelopment, Marion County, Indiana, and is subject to the provisions of the Indiana Subdivision Law, Chapter 36-31-1, Indiana Code, and the Indiana Subdivision Regulations, Chapter 36-31-1-1, Indiana Code. It is not to be construed as a warranty of accuracy or as a representation of value.

**FOR CONTINUATION SEE PL 1**

**GRANDVIEW GARDENS  
SECTION 1  
PART NE 1/4 SEC. 33-117N-R3E  
WASHINGTON TOWNSHIP  
MARION COUNTY, INDIANA  
D-3 ZONING**

RECEIVED - PL 1 RECORD  
MAY 12 2011 11:15  
MARION COUNTY, INDIANA

THE RECORDS AND RECORDS  
RECORDS SECTION - MARION COUNTY  
1000 W. WASHINGTON ST.  
MARIAN, INDIANA 47630  
PHONE: (317) 344-1000  
FAX: (317) 344-1001



DETAIL OF NE 1/4 & SE 1/4 OF SECTION 33 & NW 1/4 OF SECTION 34-117N-R3E (P.13)

CHORD	RADIUS	LENGTH	CHORD	DIRECTION	BEARING
C1	150.00'	237.91'	213.74'	N45°27'48"W	8°30'25"E
C2	162.50'	91.34'	90.14'	N75°51'27"W	30°12'15"E
C3	150.00'	204.85'	189.30'	S59°04'59"E	78°14'49"E
C4	150.00'	83.87'	82.78'	S72°15'15"W	32°07'05"E
C5	250.00'	70.67'	70.44'	S88°08'19"W	15°11'47"E
C6	125.00'	188.26'	178.12'	N45°23'48"W	69°52'25"E
C7	175.00'	280.50'	231.00'	N48°11'24"W	65°17'16"E
C8	50.00'	52.36'	50.00'	N59°37'35"W	69°00'00"E
C9	125.00'	170.71'	157.15'	S59°04'59"E	78°14'49"E
C10	175.00'	75.50'	74.92'	S72°15'15"E	24°43'13"E
C11	175.00'	110.78'	108.94'	S69°04'17"E	36°16'14"E
C12	125.00'	42.13'	41.93'	S59°53'34"W	19°18'44"E
C13	225.00'	77.96'	77.32'	S28°58'57"W	25°31'30"E
C14	225.00'	63.60'	63.30'	S30°01'15"W	15°11'47"E
C15	275.00'	77.74'	77.48'	S30°09'15"W	15°11'47"E

**STATE OF INDIANA**  
COUNTY OF MARION

BEFORE ME, a Notary Public in and for the County and State aforesaid, has appeared the undersigned, who has acknowledged to me the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

WITNESSETH MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

My Commission Expires \_\_\_\_\_

NOTARY PUBLIC STATE OF INDIANA

**The Schneider Corporation**

1000 W. Washington St., Marion, Indiana 47630  
Phone: (317) 344-1000  
Fax: (317) 344-1001

**GRANDVIEW GARDENS SECTION 1**

Project No. 1000000000  
Date: MAY 2011  
Scale: AS SHOWN  
Sheet No. 1 of 1

**PL 1.2**

**MARION COUNTY RECORDER**  
 OCTOBER 29, 2004  
 2004 COUNCIL  
**DECLARED TRAILS**  
 ADDITION 2ND SECTION  
 VOL. 35 PG. 55  
 N 89 10 00' E 210.00  
 S09 03 30' E 200.00  
 N 89 10 00' E 533.92  
 W 090 03 30' W 200.00  
 (ASSUMED BEARING)

# GRANDVIEW GARDENS

## SECTION 2

### PART NE AND SE 1/4 SEC. 33-T7N-R3E AND PART NW 1/4 SEC. 34-T7N-R3E WASHINGTON TOWNSHIP MARION COUNTY, INDIANA

#### D-3 ZONING

**NOTE**

SECTION 33 AND SECTION 34 ARE RECORDED PER TITLE 36 (STATE BOARD OF REGISTRATION FOR LAND SURVEYORS) VOL. 1-12-18

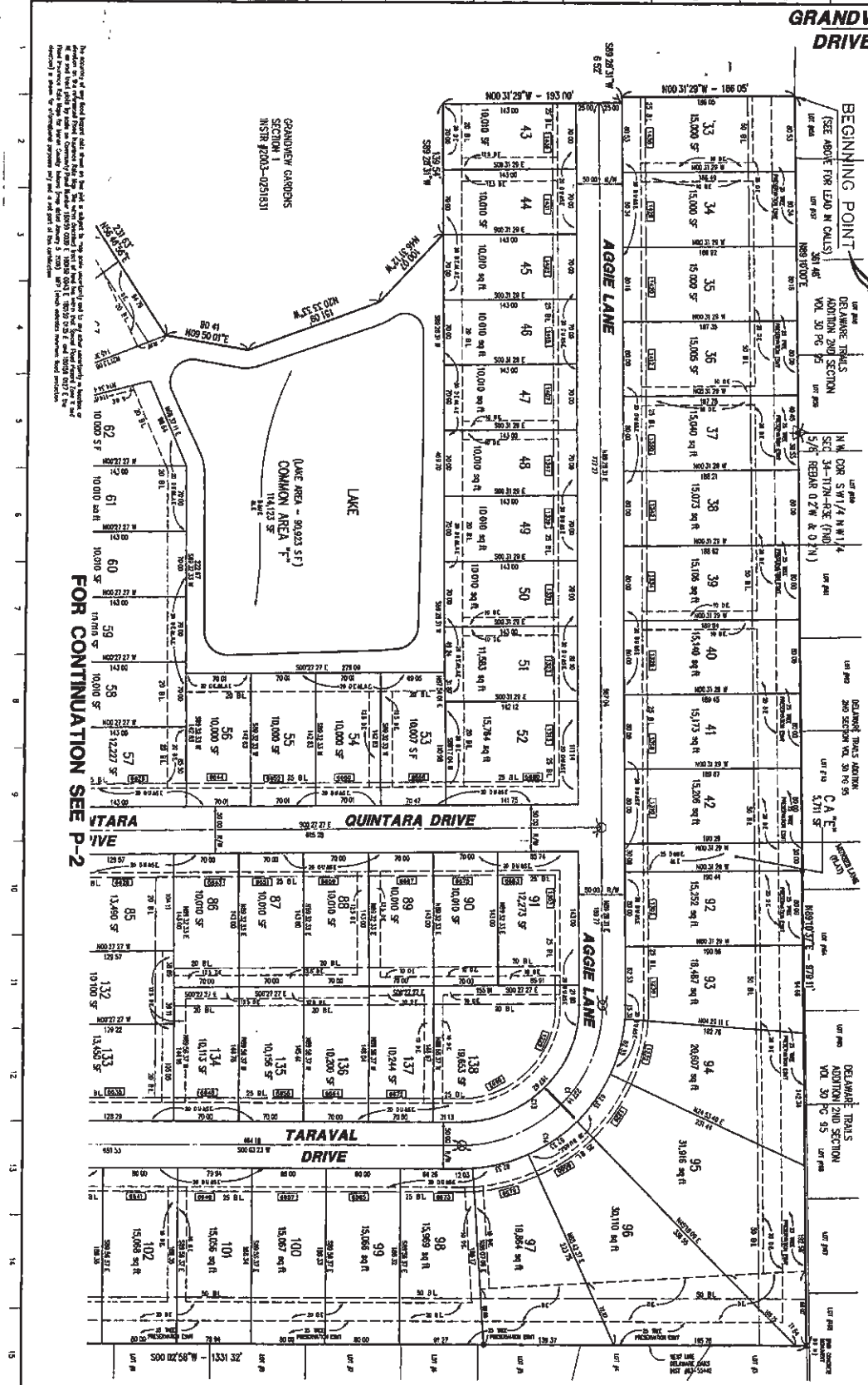
STREET CLOSURES AND SIGNAGE SHALL BE 5/8" ON STATE UNIVERSITY ROAD W/ 1/2" H.A. C/A (PLANNING #4/71) SPACED 50 FEET FROM EOC.

UT CURVA AND SECTANGULAR BOUNDARY POINTS SHALL BE 5/8" X 3/8" METAL ROD.

UTILITIES SHOWN BASED UPON RECORDS. THE LOCATION OF UTILITIES IS UNGUARANTEED. UTILITIES NOT SHOWN MAY BE FOUND UP TO 100 FEET FROM ADJACENT PROPERTY. THE PLAT TO SHOW UTILITIES AS SET FORTH IN TITLE 36 I.C. 1-1-1-31 AND 1-1-1-32 SHALL BE FILED WITH THIS PLAT.

**LEGEND**

- - INDICATES STREET CLOSURE INFORMATION
- SEE NOTE SHEET P-1
- - SQUARE POINT (SP) AND CIRCULAR POINT (CP) MARKS
- - SHOWN STAKERS FROM 1000' W/50' WIDTH OVERVIEW
- ▭ - SHOWN EXISTENT RIGHT AND LEFT EASEMENT
- LE - LATER ACCESS EASEMENT
- BL - BRUSHING LINE
- SF - SQUARE FOOTAGE
- R/W - RIGHT-OF-WAY
- DR - DRIVE
- STR - STREET ADDRESS
- (N) - NORTH-BOUND
- (S) - SOUTH-BOUND



**REZONE 2001-ZON-010**  
**PLAT 2004-PL-04**

**The Schneider Corporation**

Surveyed and Prepared by:  
 The Schneider Corporation  
 601 N. 1st Street, Suite 100  
 Marion, IN 47304  
 Phone: 317-221-0100  
 Fax: 317-221-0101  
 Email: info@schneidercorp.com  
 Website: www.schneidercorp.com

**PLAT**  
 GRANDVIEW GARDENS SECTION 2  
 10/29/04 5:30 PM  
 EOC  
 MARION COUNTY RECORDER

**Scale:** 1" = 50'

**5181956 07796**

**RECEIVED FOR RECORDS**  
 10/29/04 12:00 PM 2:15  
 MARION COUNTY RECORDER

**5181956 07796**

**THE SCHNEIDER CORPORATION**  
 601 N. 1st Street, Suite 100  
 Marion, IN 47304  
 Phone: 317-221-0100  
 Fax: 317-221-0101  
 Email: info@schneidercorp.com  
 Website: www.schneidercorp.com

**ASSAY**  
 SCALE 1" = 50'

**FOR CONTINUATION SEE P-2**

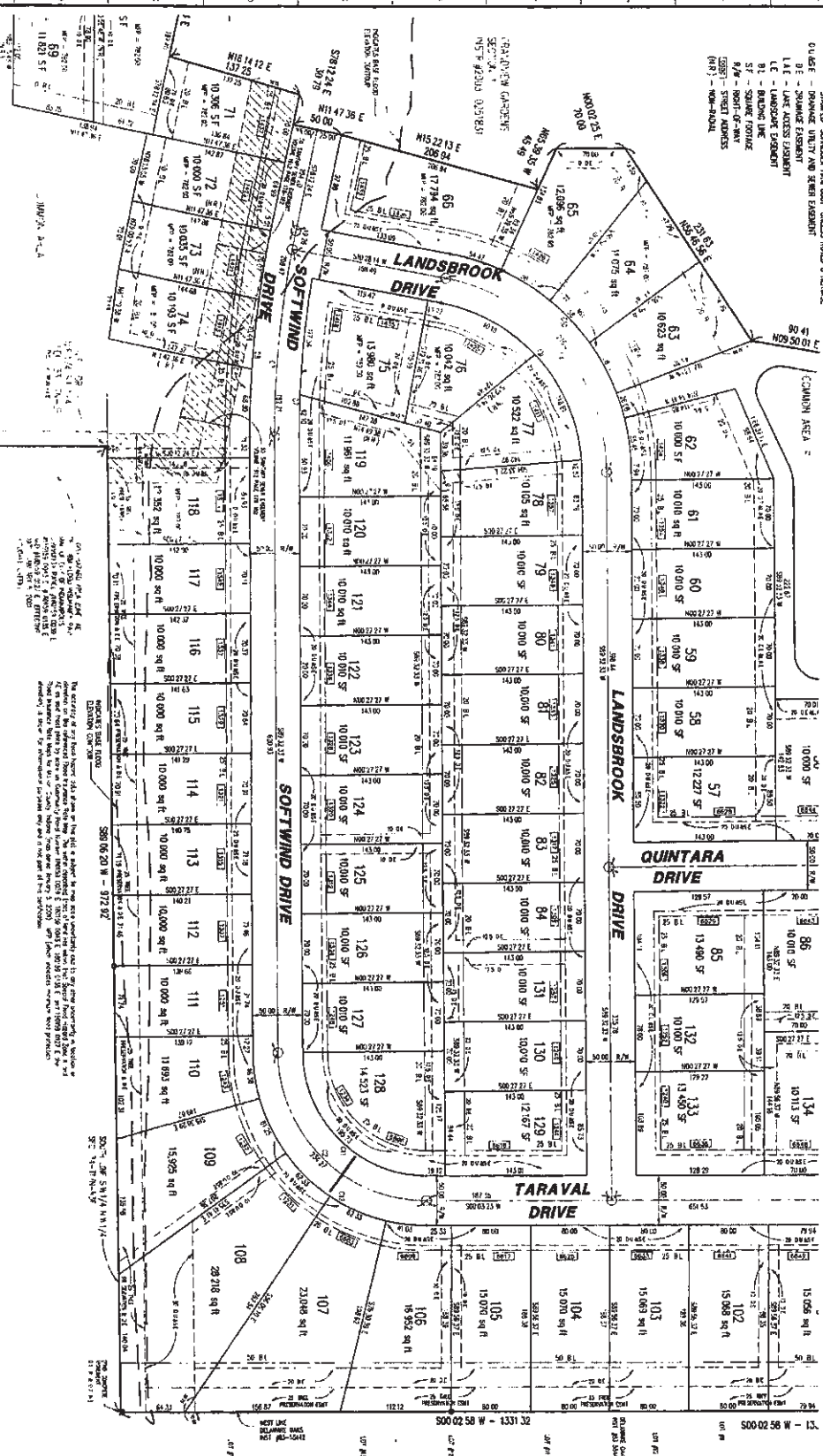
THIS ATTACHED PLAN AND SPECIFICATIONS SHALL BE CONSIDERED PART OF THE ZONING ORDINANCE. THE ZONING OFFICIALS SHALL BE RESPONSIBLE FOR THE INTERPRETATION AND ENFORCEMENT OF THE ZONING ORDINANCE. THE ZONING OFFICIALS SHALL NOT BE RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

MARION COUNTY RECORDER  
OCTOBER 28 2004  
2004 0206922

# GRANDVIEW GARDENS SECTION 2 PART NE AND SE 1/4 SEC. 33-T1N-R3E AND PART NW 1/4 SEC. 34-T1N-R3E WASHINGTON TOWNSHIP MARION COUNTY, INDIANA D-3 ZONING

FOR CONTINUATION SEE P-1


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FOR CONTINUATION SEE P-3

1. The undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief. He further certifies that he is the owner of the property described herein and that he is the person who has caused this plan to be prepared and filed for recording. He also certifies that he is not aware of any other persons who have any interest in the property described herein.

2. The undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief. He further certifies that he is the owner of the property described herein and that he is the person who has caused this plan to be prepared and filed for recording. He also certifies that he is not aware of any other persons who have any interest in the property described herein.

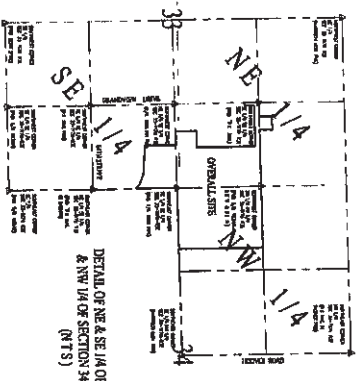
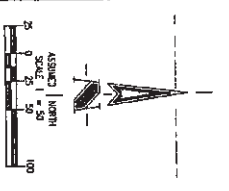


**The Schneider Corporation**  
 10000 N. W. 10th St.  
 Suite 100  
 Miami, FL 33172  
 Phone: (305) 441-1000  
 Fax: (305) 441-1001  
 Website: www.schneidercorp.com

**Schneider**  
 ENGINEERS ARCHITECTS  
 10000 N. W. 10th St.  
 Suite 100  
 Miami, FL 33172  
 Phone: (305) 441-1000  
 Fax: (305) 441-1001  
 Website: www.schneidercorp.com

**FINAL PLAN**  
 GRANDVIEW GARDENS SECTION 2  
 DATE: 8/1/2004  
 SHEET NO: 1  
 TOTAL SHEETS: 2  
 DRAWN BY: J.P.  
 CHECKED BY: J.P.  
 APPROVED BY: J.P.

THE REGISTRAR HAS REVIEWED THE RECORDS OF THE COUNTY OF MARION, INDIANA, AND HAS FOUND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

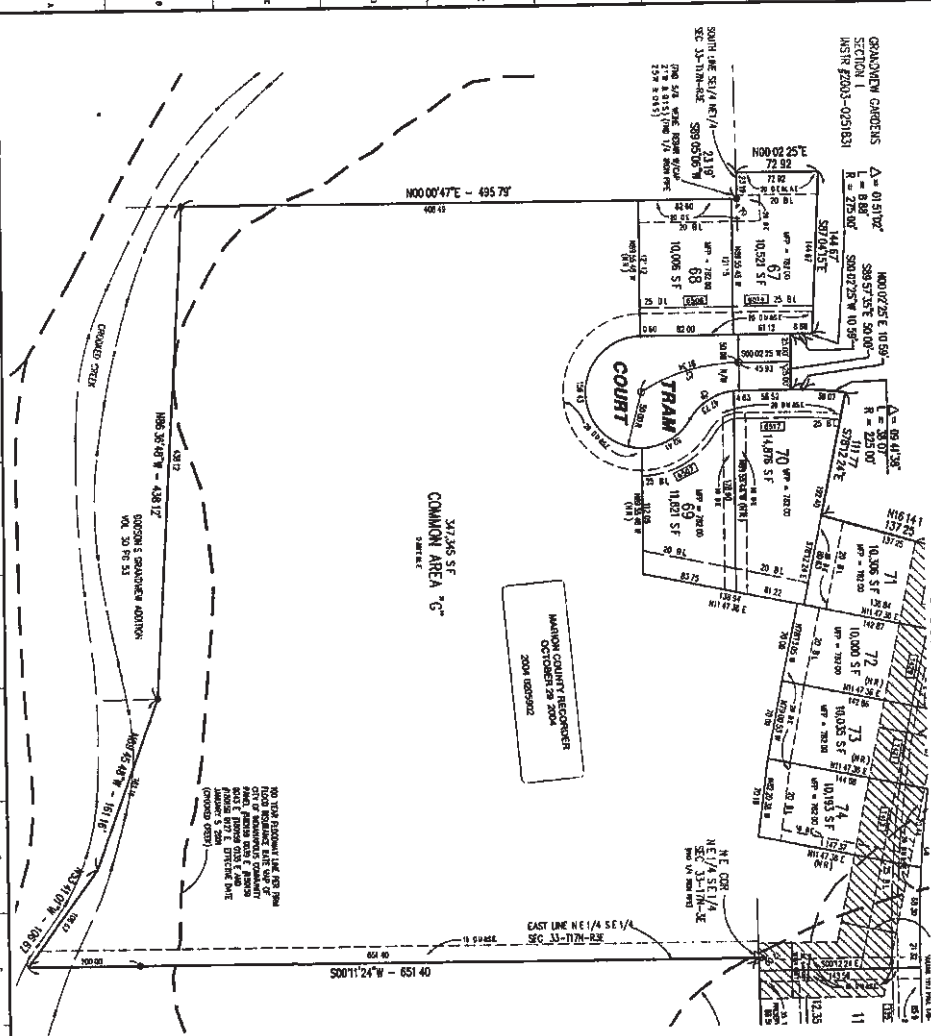


# GRANDVIEW GARDENS

## SECTION 2

### PART NE AND SE 1/4 SEC. 33-117N-R3E AND PART NW 1/4 SEC. 34-117N-R3E WASHINGTON TOWNSHIP MARION COUNTY, INDIANA D-3 ZONING

FOR CONTINUATION SEE P-2



**LEGEND**

- PROPERTY STREET CORRIDOR INDICATION
- WHITE SPLIT P-1
- SHADOWED 5/8" X 3/4" CORRUGATED REBAR (VARY) W/SP
- SHADOWED CONCRETE FLOW OVER CURBS AND SIDEWALKS
- SHADOWED CURB AND STREET TYPING
- DE - DRIVEWAY
- UT - UNDERPASS
- UL - UNDERPASS UNDERCUT
- SF - SIDEWALK
- SF - SQUARE FOOTAGE
- B/W - NORTH-SOUTH
- (S) - STREET ADDRESS
- (NR) - NORTH-SOUTH

SECTION	TRIM	DATE	DESCRIPTION	AREA
1	100	10/10/10	REVISION	100.00
2	100	10/10/10	REVISION	100.00
3	100	10/10/10	REVISION	100.00
4	100	10/10/10	REVISION	100.00
5	100	10/10/10	REVISION	100.00
6	100	10/10/10	REVISION	100.00
7	100	10/10/10	REVISION	100.00
8	100	10/10/10	REVISION	100.00
9	100	10/10/10	REVISION	100.00
10	100	10/10/10	REVISION	100.00
11	100	10/10/10	REVISION	100.00
12	100	10/10/10	REVISION	100.00
13	100	10/10/10	REVISION	100.00
14	100	10/10/10	REVISION	100.00
15	100	10/10/10	REVISION	100.00

**The Schneider Corporation**

**Grandview Gardens**

**Final Plat**

**Grandview Gardens Section 2**

**8/14/2004**

**3287.002**

**IP-3**

**STATE OF INDIANA**

**COUNTY OF MARION**

**IN SENATE**

**COMMISSIONERS OF LAND**

**STATE OF INDIANA**

**COUNTY OF MARION**

**IN SENATE**

**COMMISSIONERS OF LAND**

**STATE OF INDIANA**

**COUNTY OF MARION**

**IN SENATE**

**COMMISSIONERS OF LAND**

**DEED**

**GRANDVIEW GARDENS**

**SECTION 2**

**PART NE AND SE 1/4 SEC. 33-117N-R3E AND PART NW 1/4 SEC. 34-117N-R3E**

**WASHINGTON TOWNSHIP**

**MARION COUNTY, INDIANA**

**D-3 ZONING**

**FOR CONTINUATION SEE P-2**