



GRANDVIEW LAKE HOME & BOATHOUSE
ONLINE AUCTION

BID PACKET

**10801 WEST GRANDVIEW DRIVE
COLUMBUS, IN**

ONLINE BIDDING ENDS

SUNDAY, OCTOBER 27 @ 6PM

**HARRITT
GROUP INC.**
HARRITGROUP.COM

4704 CORYDON PIKE, NEW ALBANY, IN - 812-944-0217 - 502-592-4000 - INFO@HARRITGROUP.COM



REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS

10801 West Grandview Drive, Columbus, IN 47201

This property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.

BIDDING ONLINE - Proper and complete registration is required. All bidders must provide name, address, phone number, email address and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

BUYER'S PREMIUM - A 10% buyer's premium will be added to the hammer bid price to determine the final purchase price. Example: Hammer Bid Price \$100,000 plus a 10% buyer's premium equals a contract purchase price of \$110,000.

MANNER OF PAYMENT - A 10% *non-refundable down payment* in the form of cash, check or wired funds are due within 24 hours following the auction with the signing of a legally binding purchase agreement. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email or fax to the Harritt Group within 24 hours of the auction.

CLOSING All auctions are a cash sale and the balance of the purchase price will be due in 40 calendar days. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is *not* based upon the condition of successfully obtaining financing nor is it subject to a satisfactory appraisal, survey or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

INSPECTION - Property is being sold "As Is" with no contingencies and no warranties expressed or implied. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. All measurements per courthouse.

FLOOD DESIGNATION - Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. The buyer shall pay for and be responsible for flood certification if needed. *Our records indicate that the property is partially in a flood plain.*

EVIDENCE OF TITLE - Seller will provide merchantable title via a deed. Cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations. *See Covenants and Restrictions for Grandview Lake and Rules for Use of Grandview Lake.*

SURVEY - Property is being sold with a recorded boundary survey. All land measurements are per courthouse records.

REAL ESTATE TAXES AND ASSESSMENTS - All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* The buyer may apply for current-year exemptions/credits at or after closing if applicable.

HOMEOWNERS ASSOCIATION (HOA) FEES The new owner will become a member of The Grandview Lot Owners Association, Inc. and pay annual membership dues. In addition, the corporation may levy upon its members, from time to time, such Special Assessments for capital improvements deemed necessary and desirable. HOA fees due January 31 of each year and will be prorated to the day of closing based on the current annual assessment of \$750.00. *See Bylaws of The Grandview Lot Owners Association, Inc.*

POSSESSION - Seller will give possession at closing.

AUCTION END TIME - Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto-extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6 PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

MAXIMUM BID Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference. The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of a bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

MALFUNCTION AND LOSS OF SERVICE The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserves the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. Bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

SOLD WITH SELLER'S RESERVE - Final bid price is subject to the seller's confirmation. When the bidding has met the reserve, a notification will be posted and the auction will become absolute and sell to the highest bidder.

PRE-AUCTION SALES Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Real Estate Purchase Agreement along with the required deposit. Properly submitted offers will be presented to the seller, who may accept or reject such offer in their sole and absolute discretion.

AGENCY The Harritt Group is acting exclusively as agents for the seller.

SELLER Michael E. Sodrel

10801 W Grandview Drive, Columbus, IN 47201

Prop Sub/Trans: **Single Fam/Sale** Media: [24](#) Status: **Active**
 School Dist: **Bartholomew Consolidated** Area: **305 - Bartholomew - Harrison** BLC#: **21672306** List/MoRnt \$: **\$1**
 Schools: **Central Middle, Columbus North High, Mount Healthy Elementary** DOM/CDOM: **3/290** Year Built: **1991**
 Subdivision: **GRANDVIEW LAKE** Virtual Tour: Section/Lot: **/288C**
 Legal Desc: **LOT 288C - 2ND ADD GRANDVIEW** Interactive VT: Est.Comp. Date:
 Bldr/Prjct/Cont: New Const: **No** Stage:

New Listing!



Tax ID: **038401310000400011** MultiTax ID: Solid Waste: **No**
 Semi Tax: **\$6,135** Tax Year Due: **2019** Tax Exempt: **HomesteadTaxExemption, MortgageTaxExemption, OtherTax Exemption/SeeRemarks**

	Sqft
Upper:	1,764
Main:	7,389
Apprx M/U Ttl:	9,153
Basement:	1,018
Apprx M/U & Bsmnt:	10,171
% Fin Bsmnt:	25-50%
Source:	Assessor

	FB	HB	BD	RM
Upper:	1	0	1	4
Main:	5	1	3	7
M/U Ttl:	6	1	4	11
Bsmnt:	1	0	0	1
Total:	7	1	4	12

Beds: **4**
 Baths: **7/1**
 # Rooms: **12**
 Floor #: **1 1/2 Levels**
 Unit Entry Lvl:

Garage: **Yes, Attached, GarageDoorOpener, FinishedGarage**
 # of Spaces: **3** Fireplace: **4, GasLog, WoodBurning**
 Basement: **Yes, Partial, Unfinished**
 Foundation: **BasementConcretePoured, Crawl**

Room Information

Room Type	Dimensions	Level	Floors	Window Trtmnt	Room Type	Dimensions	Level	Floors	Window Trtmnt
Master Bedroom	21x22	Main	Carpeting	Yes	Bedroom 2nd	15x14	Main	Carpeting	Yes
Bedroom 3rd	24x14	Main	Carpeting	Yes	Bedroom 4th	11x10	Upper	Carpeting	Yes
Bonus Room	15x11	Upper	Carpeting	Yes	Den Library	19x15	Main	Tile-Ceramic	Yes
Family Room	19x27	Main	EngineeredHardwood	Yes	Great Room	44x27	Main	Hardwood	Yes
Kitchen	15x8	Upper	Tile-Ceramic	Yes	Kitchen	24x16	Main	Hardwood	Yes
LaundryRm	15x8	Main	Tile-Ceramic	Yes	Living Room	14x16	Upper	Carpeting	Yes
Recreation/Play Room	40x25	Main	Tile-Ceramic	Yes	Sun Room	19x16	Main	Tile-Ceramic	Yes

Directions

I-65 S to Exit #68 onto IN-46. W 3 miles to L on N 525 W. S 1.5 miles to R on Co. Rd 150 S/W Youth Camp Rd. 0.3 miles to L on S 550 W. S 1.6 Miles to R on W 300 S to R on S 650 W. Continue on Grandview Drive.

Property Description

Online Auction Ends Sunday Oct. 27, 6PM. This one of a kind lakeside retreat rests at the end of a cove on the pristine human-made 400 +/- acre Grandview Lake in Columbus, IN. Built in 1991 this 9,000 +/- square foot home stuns with 4 bedrooms, 7.5 bathrooms, 26' x 44' great room, equipped eat-in kitchen, indoor pool area with hot tub and sauna, handicap accessible addition, and 2 separate fully equipped guest quarters above the three-car garage and two bay drive-in 32' x 30' boathouse. Seven geothermal units, generator, security system, outdoor sprinklers, and a storm shelter make this property ready for anything. See attached supplements for the Auction Bid Packet with auction terms and conditions.

Description

Condo Type: **Detached** Condo Descr: **Common Walls:**
 Property Attached? **Detached** Arch Style: **TraditonalAmerican**
 Lifestyle: **Stone, Wood** Porch: **DeckMain, PorchCovered**
 Exterior: **Stone, Wood** Areas: **Bath Sinks Double Main, Foyer Large, In-Law Quarters, Laundry Closet, Laundry Room Main Level Dining/GreatRoomCombo**
 Master Bedroom: **Stone, Wood**
 Appliances: **Cook Top Electric, Dishwasher, Dryer, GrbgDispsl, Microwave, OvenDouble, RefBltIn, SepIceMach, TrashComp, Washer** Eating Area: **Breakfast Bar, Center Island, Kitchen Eat In BuiltInBookShelves, CathedralCeiling, CeilingRaised, WalkInCloset, HardwoodFloors, HandicapAccessible**
 Equipment: **GasGrill, Back-Up Generator, HotTub, Sauna, SecurityAlarmPaid, SmokeAlarm, SumpPump, WetBar** Kitchen Features: **Breakfast Bar, Center Island, Kitchen Eat In BuiltInBookShelves, CathedralCeiling, CeilingRaised, WalkInCloset, HardwoodFloors, HandicapAccessible**
 Lot Info: **DockOwned, Lakefront, TreeMature, WaterView** Exterior Amen: **Pool-Indoor, Sprinkler/IrrigationSys**
 Lot Size: **48,068** Acres: **1-2.99 Acres** # of Acres: **2.14**
 Utilities/Environmental

Heating: **Geothermal** Fuel: **Electric**
 Cooling: **Central Electric, Fans Ceiling Paddle** Primary Wtr Source: **Municipal Water Connected**
 Water Heater: **Electric** Primary Sewage Disp: **Community Sewer**
 Utility Option: Green Certificate: **No**

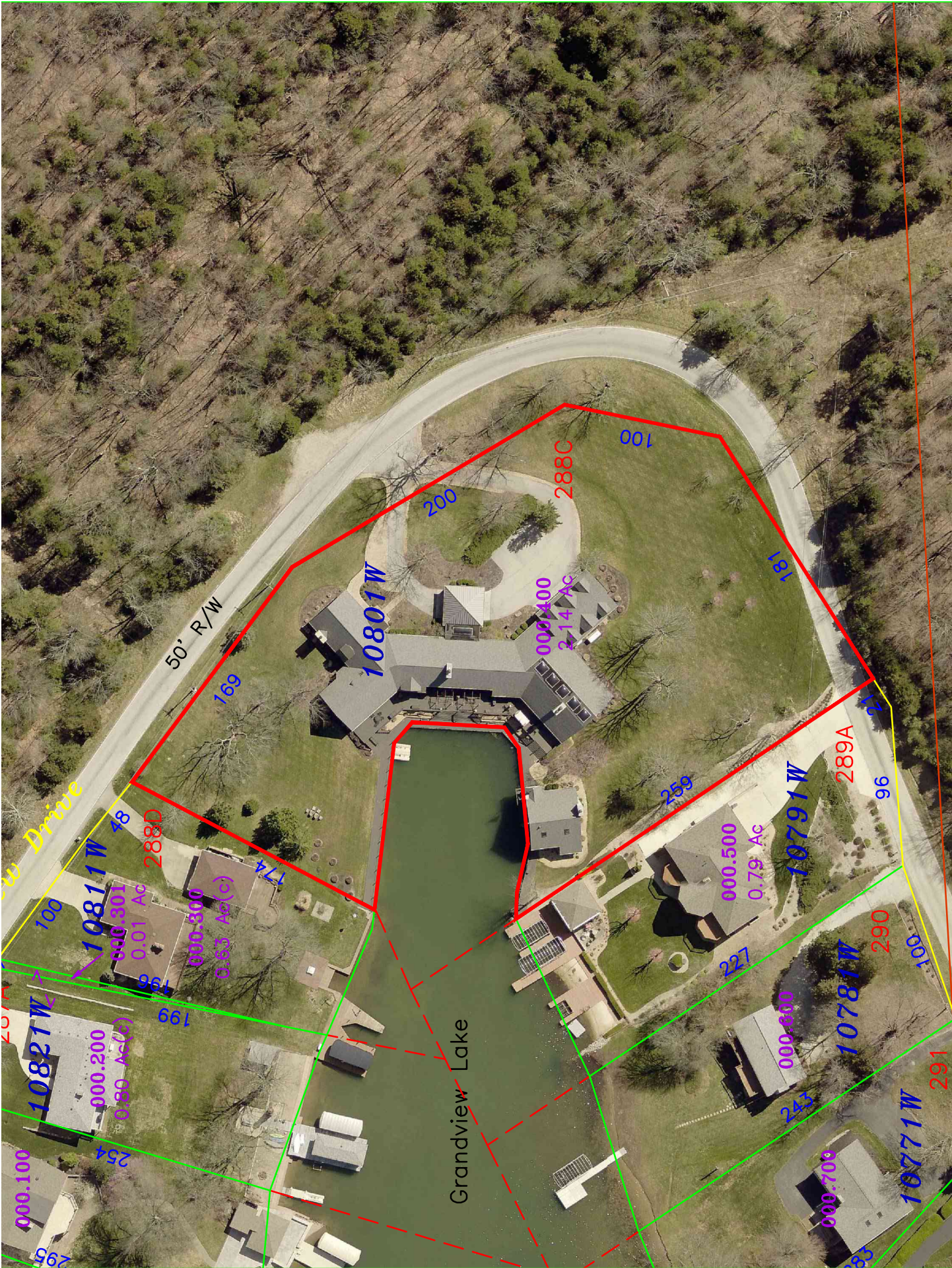
Financial/Association Information

Possible Financing: **Other** Fee Paid: **Annually** Fee Amnt: **\$1,250**
 Ownership Int: **MandFee** HOS Disclsr: **Covenants & Restrictions, Special Assessment**
 Fee Includes: **AssociationHomeOwners, See Remarks**
 Mgmt Co.: **Grandview Lot Owners Assn** Mgmt Phone: **812-342-1219** More than 1 Assoc: **No**

Office Information

Listing Firm: **Harritt Group, Inc.** Disclosures Other: **Auction, Flood Plain, Seller's Disclosure On File**
 Disclosures: **Not Applicable**
 Inspection/Warranties: **Not Applicable**
 Possession: **AtClosing** Circumstances of Sale:

Requested By: Douglas Harritt. Information Deemed Reliable, but not Guaranteed © MIBOR Wednesday, October 02, 2019 01:32 PM



Grandview Lake

50' R/W

Drive

000.100

000.200

000.300

000.400

000.500

000.600

000.700

10821W

10811W

10801W

10791W

10781W

10771W

0.01 Ac

0.80 Ac

0.83 Ac

2.14 Ac

0.79 Ac

295

254

199

174

169

100

227

259

289A

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290

100

291

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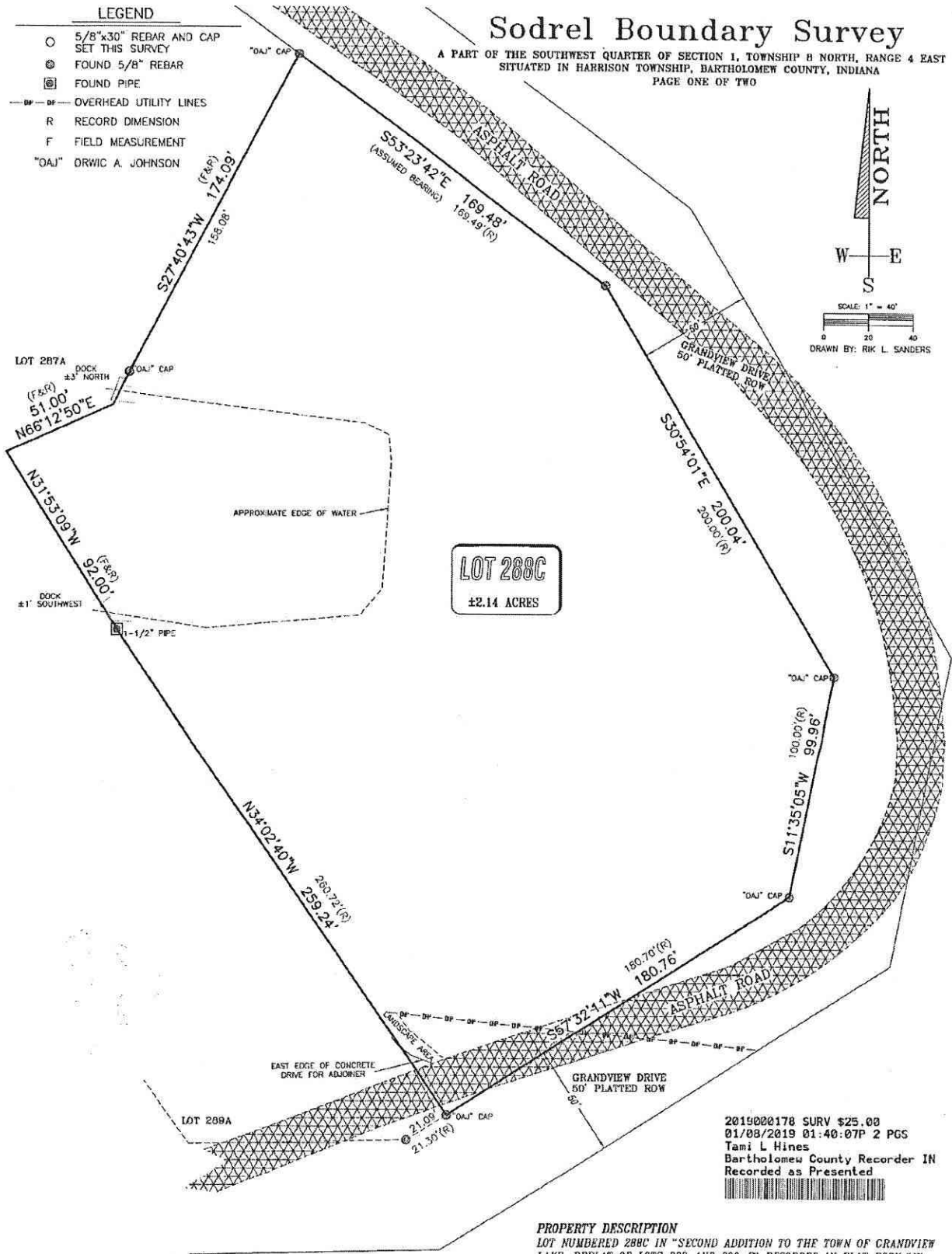
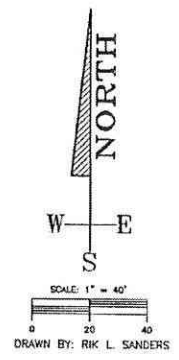
291

100

- LEGEND**
- 5/8"x30" REBAR AND CAP SET THIS SURVEY
 - ⊗ FOUND 5/8" REBAR
 - ⊠ FOUND PIPE
 - DP—DP— OVERHEAD UTILITY LINES
 - R RECORD DIMENSION
 - F FIELD MEASUREMENT
 - "OAJ" ORWIC A. JOHNSON

Sodrel Boundary Survey

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 4 EAST
SITUATED IN HARRISON TOWNSHIP, BARTHOLOMEW COUNTY, INDIANA
PAGE ONE OF TWO



LOT 288C
±2.14 ACRES

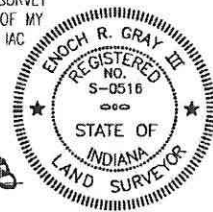
2019000178 SURV \$25.00
01/08/2019 01:40:07P 2 PGS
Tami L Hines
Bartholomew County Recorder IN
Recorded as Presented

PROPERTY DESCRIPTION
LOT NUMBERED 288C IN "SECOND ADDITION TO THE TOWN OF GRANDVIEW LAKE, REPLAT OF LOTS 289 AND 288-B" RECORDED IN PLAT BOOK "P", PAGE 170A IN THE OFFICE OF THE RECORDER OF BARTHOLOMEW COUNTY, INDIANA.

CURRENT OWNERS OF RECORD:
MICHAEL E. & MARQUITA SODREL
INSTRUMENT #98-7039
AUD. PARCEL ID:
#03-84-01-310-000.400-011

SURVEYOR'S STATEMENT
THE HEREON SURVEY WAS PERFORMED AND THE DRAWING PREPARED WHOLLY UNDER MY DIRECTION FROM THE NOTES OF A FIELD SURVEY CONDUCTED IN DECEMBER OF 2018, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF EXECUTED IN ACCORDANCE WITH 865 IAC 1-12-1 (RULE 12).

[Signature]
ENOCH R. GRAY, III LS-0516 DATE 12.7.18



I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.
ENOCH R. GRAY, III

JOB #18309

E.R. GRAY & ASSOCIATES
PROFESSIONAL LAND SURVEYING AND CONSULTING
E.R. GRAY III, L.S.
PRESIDENT

P.O. BOX 1307
DELANO, INDIANA 47522
PH: 812-372-1308 FAX: 812-372-2115

Sodrel Boundary Survey

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 4 EAST
SITUATED IN HARRISON TOWNSHIP, BARTHOLOMEW COUNTY, INDIANA
PAGE TWO OF TWO

SURVEYORS REPORT

PREPARED FOR MICHAEL E. SODREL, OWNER OF THAT REAL ESTATE DESCRIBED IN INSTRUMENT NUMBER 98-7030; BEING LOT NUMBERED 288C IN SECOND ADDITION TO THE TOWN OF GRANDVIEW LAKE, REPLAT OF LOTS 289 AND 288-B AS SHOWN ON THE PLAT RECORDED AS INSTRUMENT NUMBER 91-7355 IN PLAT BOOK "P", PAGE 170M IN THE OFFICE OF THE BARTHOLOMEW COUNTY RECORDER. SUBJECT PROPERTY IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 4 EAST, SITUATED IN HARRISON TOWNSHIP, BARTHOLOMEW COUNTY, INDIANA. THE PURPOSE OF THIS SURVEY IS TO LOCATE THE CORNERS OF SAID REAL ESTATE.

IN ACCORDANCE WITH THE INDIANA SURVEY STANDARDS AS DEFINED IN INDIANA ADMINISTRATIVE CODE 865 IAC 1-2-1, RULE 12), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE VARIOUS UNCERTAINTIES IN THE LOCATIONS OF THE LINES AND CORNERS ESTABLISHED ON THIS SURVEY AS A RESULT OF:

- VARIANCES IN THE REFERENCE MONUMENTS;
- DISCREPANCIES IN RECORD DESCRIPTIONS AND PLATS;
- INCONSISTENCIES IN LINES OF OCCUPATION;
- AND RANDOM ERRORS IN MEASUREMENT (RELATIVE POSITIONAL ACCURACY).

THERE MAY BE UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES. THE BEARING SYSTEM UTILIZED ON THIS SURVEY IS ASSUMED. ALL MONUMENTS SET OR FOUND THIS SURVEY ARE WITHIN 4' OF THE GROUND SURFACE, EXCEPT AS NOTED BELOW.

ALL DIMENSIONS ARE FIELD MEASUREMENTS UNLESS OTHERWISE NOTED.

FINDINGS OF FACT:

8" PEELERS AND A 1-1/2" PIPE ORIGINAL AND CONTROLLING MONUMENTS BY COMMON REPORT OF HISTORY, LOCATION, CHARACTER, AND REPUTATION WERE FOUND MARKING THE CORNERS AND LINES AS SHOWN ON THE DRAWING.

THE ASPHALT FOR GRANDVIEW DRIVE AS LOCATED NEAR SUBJECT LOT.

THE EDGE OF WATER OF GRANDVIEW LAKE AND IMPROVEMENTS NEAR THE NORTH AND WEST LINES WERE LOCATED.

OVERHEAD UTILITY LINES WERE LOCATED NEAR THE SOUTH LINE.

THE EDGE OF A CONCRETE DRIVE AND LANDSCAPING (ADDONERS) WERE LOCATED NEAR THE SOUTHWEST CORNER.

ADDITIONAL MONUMENTS (NOT SHOWN) WERE LOCATED NORTH AND WEST OF SUBJECT LOT.

THEORY OF LOCATION:

THE CORNERS AND LINES FOR SUBJECT LOT 288C ARE ESTABLISHED ON THE FOUND ORIGINAL AND CONTROLLING MONUMENTS. THE CORNERS IN THE WATER ARE CALCULATED FROM RECORD DIMENSIONS.

SUMMARY:

AS A RESULT OF THE ABOVE OBSERVATIONS, IT IS MY OPINION THAT THE UNCERTAINTIES IN THE LOCATIONS OF LINES AND CORNERS ESTABLISHED ON THIS SURVEY ARE AS FOLLOWS:

DUE TO VARIANCES IN AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS: ±1.5 FEET.

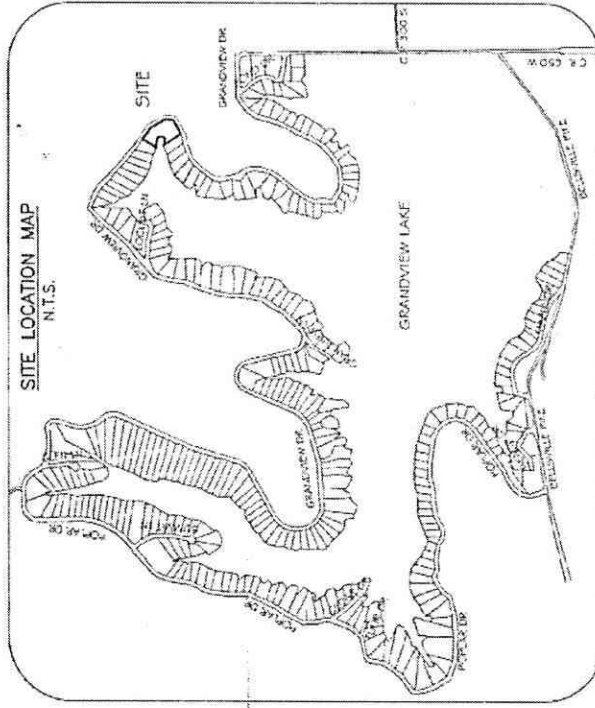
DUE TO DISCREPANCIES IN THE RECORD PLATS AND DESCRIPTIONS: ±3 FEET ALONG THE NORTHERN LINES COMPARED WITH BEARINGS AND ANGLES ON PREVIOUS PLATS.

DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: THE LANDSCAPING AND CONCRETE DRIVE NEAR THE SOUTHWEST CORNER MEASURES ±13 FEET EAST OF THE WEST LINE. THE EXISTING ASPHALT FOR GRANDVIEW DRIVE ENROACHES ±25 FEET INTO SUBJECT LOT NEAR THE SOUTHWEST CORNER. A DOCK MEASURES ±3 FEET NORTH OF THE NORTH LINE AND A DOCK MEASURES ±1 FOOT SOUTHWEST OF THE SOUTHWEST LINE.

THE RELATIVE POSITIONAL ACCURACY OF THE CORNERS OF THE SUBJECT TRACT ESTABLISHED THIS SURVEY IS WITHIN THE SPECIFICATIONS FOR A "SUBURBAN" SURVEY (PLUS OR MINUS 0.13-FOOT PLUS 100 PARTS PER MILLION) AS DEFINED IN I.A.C. 865.

A SEARCH FOR EASEMENTS OF RECORD IS NOT TO BE IMPLIED BY THIS SURVEY UNLESS OTHERWISE STATED. UTILITIES AND IMPROVEMENTS WERE NOT LOCATED BY THIS SURVEY. ZONING COMPLIANCE IS NOT EXPRESSED OR GUARANTEED BY THIS SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE SEARCH.

NOTICE TO SUBJECT LAND OWNERS: THE ADJOINING LAND OWNER MAY HAVE UNWRITTEN RIGHTS TO THAT LAND OUTSIDE OF ANY FENCE OR OCCUPATION LINES. NEAR THE PERMETER OF YOUR LAND, THAT YOU MAY OR MAY NOT BE OCCUPYING, BEFORE REMOVING ANY FENCES, I RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY. ADDITIONALLY, I RECOMMEND THAT YOU CONSULT WITH AN ATTORNEY IN REGARDS TO THE UNCERTAINTIES NOTED IN THIS REPORT. CONTACT THIS OFFICE IF YOU HAVE ANY QUESTION.



FILED

JAN 08 2019

BARTHOLOMEW COUNTY
AUDITORS OFFICE

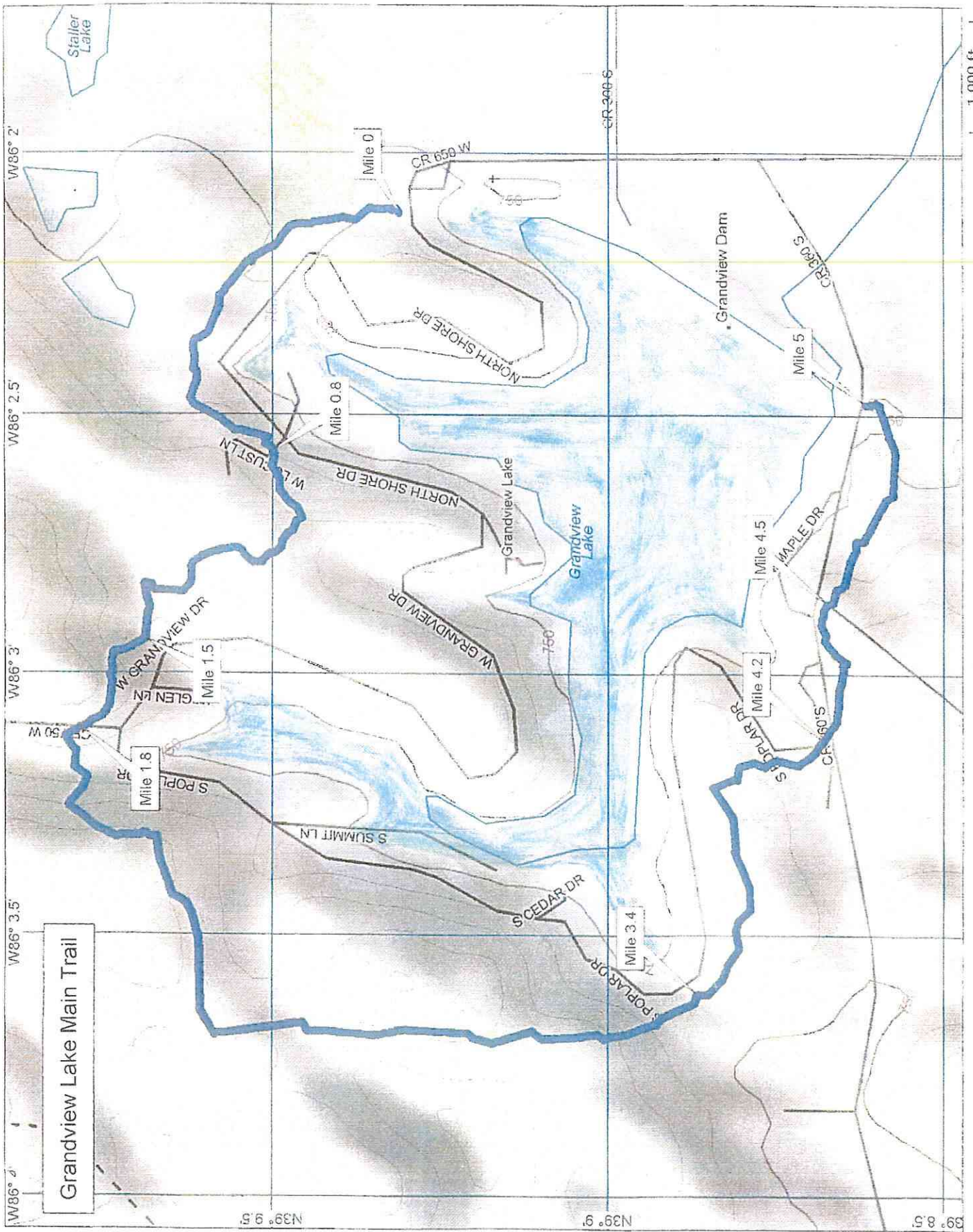
JOB #18309

E. R. GRAY & ASSOCIATES
PROFESSIONAL LAND SURVEYING AND CONSULTING

E. R. GRAY III, L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF INDIANA
NO. 88213-D
EXPIRES 12/31/2020





© 2001 DeLorme, Topo USA® 3.0
 Scale: 1 : 14,400 Zoom Level: 13-2 Datum: WGS84 Map Rotation: 0° Magnetic Declination: 3.5°W

03-84-01-310-000.400-011

General Information
Parcel Number
03-84-01-310-000.400-011
Local Parcel Number
06840131400

Tax ID:

Routing Number
5

Property Class 510
1 Family Dwell - Platted Lot

Year: 2019

Location Information

County Bartholomew
Township HARRISON TOWNSHIP
District 011 (Local 011)
HARRISON TOWNSHIP
School Corp 0385
BARTHOLOMEW CONSOLIDATE
Neighborhood 3995013-011
Grandview Fair 011
Section/Plat

Location Address (1)
10801 Grandview DR
Columbus, IN 47201

Zoning

Subdivision

Lot 288C

Market Model N/A

Characteristics

Topography Flood Hazard
Low ERA
Public Utilities Water, Sewer, Electricity TIF
Streets or Roads Paved
Neighborhood Life Cycle Stage
Other

Printed Thursday, April 25, 2019

Review Group 2018

Data Source Aerial

Collector

Sodrel, Michael E & Marquita

Ownership
Sodrel, Michael E & Marquita
10801 Grandview DR
Columbus, IN 47201

Legal

Lot 288C - Second Addition to the Town of Grandview Lake Replat of Lots 288 & 288B (P170A)



Valuation Records (Work in Progress values are not certified values and are subject to change)

Assessment Year	2019	2018	2017	2016	2015
Reason For Change	WIP	AA	AA	AA	AA
As Of Date	02/12/2019	04/08/2019	03/15/2017	05/10/2016	06/15/2015
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Land	\$348,300	\$348,300	\$266,300	\$266,300	\$266,300
Land Res (1)	\$317,000	\$317,000	\$242,400	\$242,400	\$242,400
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$31,300	\$31,300	\$23,900	\$23,900	\$23,900
Improvement	\$976,100	\$946,100	\$1,002,000	\$1,022,100	\$1,054,800
Imp Res (1)	\$918,100	\$888,100	\$966,200	\$986,300	\$985,700
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$58,000	\$58,000	\$35,800	\$35,800	\$69,100
Total	\$1,324,400	\$1,294,400	\$1,268,300	\$1,288,400	\$1,321,100
Total Res (1)	\$1,235,100	\$1,205,100	\$1,208,600	\$1,228,700	\$1,228,100
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$89,300	\$89,300	\$59,700	\$59,700	\$93,000

Land Data (Standard Depth: Res 200', Cl 120' Base Lot: Res 113' X 247', Cl 10' X 0')

Land Pricing Soil Type Method ID	Act Front.	Size Factor	Rate	Adj. Rate	Ext. Value	Res Market Value	Res Market Factor
F F	197	197x244	1.04	\$1,700	\$348,296	\$348,300	1.0000

10801 Grandview DR

Transfer of Ownership

Date	Owner	Doc ID	Code	Book/Page	Adj Sale Price	VI
05/01/1998	Sodrel, Michael E & M	0	WD	98/7039	\$0	I
09/06/1988	FITZPATRICK, R K &	0	WD	331/332	\$0	I
02/14/1980	FITZPATRICK, R K &	0	WD	301/498	\$0	I
04/24/1979	HOOKER, WILLIAM D	0	QC	297/875	\$0	I
07/21/1971	GRANDVIEW ESTAT	0	SW	264/265	\$0	I
01/01/1900	GRANDVIEW ESTAT		WD	/	\$0	I

Res

510, 1 Family Dwell - Platted Lot

Grandview Fair 011/399501

1/4

Notes:

2/12/2019 SRVY: 19P20 BOUNDARY SURVEY - LEGAL CHANGE
10/3/2018 MISC: 18p18: ADDED GEO
8/2/2017 MISC: 18p19 CORRECTED SKETCH @ NORTH END OF HOUSE, 1/2 STORY OVER GARAGE, POOL ENCLOSURE, FULL STORY OVER BOAT HSE AND WDDK LISTED DOCK. ADDED 5 GEOTHERMAL UNITS
1/27/2014 ADD: ADD OFFICE AND BATH ON RIGHT SIDE OF HOUSE FOR 14-15

Land Computations

Calculated Acreage	1.10
Actual Frontage	197
Developer Discount	<input type="checkbox"/>
Parcel Acreage	2.14
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	2.14
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$317,000
CAP 1 Value	\$0
CAP 2 Value	\$31,300
CAP 3 Value	\$348,300
Total Value	\$348,300

Appraiser 08/23/2018

Marshha

General Information		Plumbing	
Occupancy	Single-Family	#	TF
Description	Single-Family R 01	Full Bath	6
Story Height	1 1/2	Half Bath	1
Style	34 Newer 1.5 Story 32	Kitchen Sinks	2
Finished Area	8145 sqft	Water Heaters	3
Make		Add Fixtures	8
		Total	20
			33

Floor Finish	
<input checked="" type="checkbox"/> Earth	<input checked="" type="checkbox"/> Tile
<input type="checkbox"/> Slab	<input checked="" type="checkbox"/> Carpet
<input checked="" type="checkbox"/> Sub & Joint	<input type="checkbox"/> Unfinished
<input type="checkbox"/> Wood	<input type="checkbox"/> Other
<input type="checkbox"/> Parquet	

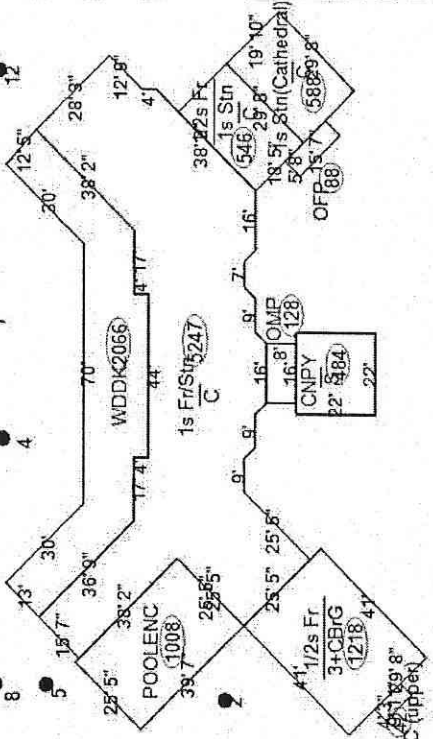
Wall Finish	
<input checked="" type="checkbox"/> Plaster/Drywall	<input type="checkbox"/> Unfinished
<input type="checkbox"/> Paneling	<input type="checkbox"/> Other
<input type="checkbox"/> Fiberboard	

Roofing	
<input type="checkbox"/> Built-Up	<input type="checkbox"/> Metal
<input type="checkbox"/> Wood Shingle	<input checked="" type="checkbox"/> Asphalt
<input type="checkbox"/> Tile	<input type="checkbox"/> Other

Exterior Features		
Description	Area	Value
Canopy, Shed Type	484	\$2,300
Wood Deck	2066	\$26,000
Porch, Open Frame	88	\$4,400
Balcony	42	\$1,500
Porch, Open Masonry	128	\$5,500

Summary of Improvements																			
Description	Res Eligibl	Story Height	Year Built	Grade	Eff Co	Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mrkt Value	Improv Value	
1: Single-Family R 01	100%	1 1/2	1991	A+1	28	A		\$75.40	0.97	\$94.38	8,145 sqft	8838,429	22%	\$653,970	0%	100%	1,250	1,000,000	\$817,500
2: Pool, In Ground R 01	100%	1	1991	B	28	A		\$38.34	0.97	\$38.34	14'x28'	\$43,064	85%	\$6,460	0%	100%	1,000	1,000,000	\$6,500
3: Pool Enclosure R 01	100%	1	1991	A+1	28	A		\$38.34	0.97	\$38.34	26'x40'	\$67,484	85%	\$10,120	0%	100%	1,000	1,000,000	\$10,100
4: Geothermal POOL WA	100%	1	1991	C	28	A			0.97			\$19,012	24%	\$14,450	0%	100%	1,000	1,000,000	\$14,500
5: Geothermal OFFICE	100%	1	1991	C	28	A			0.97			\$10,379	24%	\$7,890	0%	100%	1,000	1,000,000	\$7,900
6: Geothermal KITCHEN	100%	1	1991	C	28	A			0.97			\$21,922	24%	\$16,660	0%	100%	1,000	1,000,000	\$16,700
7: Geothermal BEDROO	100%	1	1991	C	28	A			0.97			\$16,296	24%	\$12,380	0%	100%	1,000	1,000,000	\$12,400
8: Geothermal APT@GA	100%	1	1991	C	28	A			0.97			\$10,379	24%	\$7,890	0%	100%	1,000	1,000,000	\$7,900
9: Geothermal APT@BO	100%	1	1991	C	28	A			0.97			\$10,379	24%	\$7,890	0%	100%	1,000	1,000,000	\$7,900
10: GEOTHERM FAMILY	100%	1	1991	C	28	A			0.97			\$21,922	24%	\$16,660	0%	100%	1,000	1,000,000	\$16,700
11: DOCK	0%	1	1990	C	29	A			0.97				60%		0%	100%	1,000	1,000,000	\$8,300

Cost Ladder				
Floor Constr	Base	Finish	Value	Totals
1	95	6381	\$320,300	
2				
3				
4				
1/4				
1/2	1Fr	1764	\$41,000	
3/4				
Attic				
Bsmnt				
Crawl		6381	\$0	
Slab		484	\$0	
				Total Base
				1 Row Type Adj. x 1.00
				\$377,600
				\$377,600
				\$0
				\$0
				\$0
				\$0
				\$16,300
				(\$19,400)
				\$0
				\$0
				\$22,400
				\$12,900
				\$0
				\$409,700
				\$449,400
				\$480,200
				1.80
				0.97
				\$838,429



Specialty Plumbing		
Description	Count	Value
Whirl Pool (2)	1	\$6,300
Sauna Bath (2)	1	\$6,500

Summary of Improvements																			
Description	Res Eligibl	Story Height	Year Built	Grade	Eff Co	Age	nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC Nbrhd	Mrkt Value	Improv Value	
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2: Pool, In Ground R 01	100%	1	1991	B	28	A		\$38.34	0.97	\$38.34	14'x28'	\$43,064	85%	\$6,460	0%	100%	1,000	1,000,000	\$6,500
3: Pool Enclosure R 01	100%	1	1991	A+1	28	A		\$38.34	0.97	\$38.34	26'x40'	\$67,484	85%	\$10,120	0%	100%	1,000	1,000,000	\$10,100
4: Geothermal POOL WA	100%	1	1991	C	28	A			0.97			\$19,012	24%	\$14,450	0%	100%	1,000	1,000,000	\$14,500
5: Geothermal OFFICE	100%	1	1991	C	28	A			0.97			\$10,379	24%	\$7,890	0%	100%	1,000	1,000,000	\$7,900
6: Geothermal KITCHEN	100%	1	1991	C	28	A			0.97			\$21,922	24%	\$16,660	0%	100%	1,000	1,000,000	\$16,700
7: Geothermal BEDROO	100%	1	1991	C	28	A			0.97			\$16,296	24%	\$12,380	0%	100%	1,000	1,000,000	\$12,400
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9: Geothermal APT@BO	100%	1	1991	C	28	A			0.97			\$10,379	24%	\$7,890	0%	100%	1,000	1,000,000	\$7,900
10: GEOTHERM FAMILY	100%	1	1991	C	28	A			0.97			\$21,922	24%	\$16,660	0%	100%	1,000	1,000,000	\$16,700
11: DOCK	0%	1	1990	C	29	A			0.97				60%		0%	100%	1,000	1,000,000	\$8,300

Description	Exterior Features		Specialty Plumbing	
	Area	Value	Description	Count
				Value

Summary of Improvements																				
Description	Res Eligibl	Story Height	Construction	Grade	Year Built	Eff Year	Eff Age	Co nd	Base Rate	LCM	Adj Rate	Size	RCN	Norm Dep	Remain. Value	Abn Obs	PC	Nbhd	Mrkt	Improv Value
12: Boat House R 01	0%	1		B+2	1991	1991	28	A	\$22.56	0.97	\$22.56	32'x30'	\$99,446	50%	\$49,720	0%	100%	1.000	1.0000	\$49,700



SELLER'S RESIDENTIAL REAL ESTATE SALES DISCLOSURE

State Form 46234 (R6/6-14)

Date (month, day, year)

08/21/2019

Note: This form has been modified from the version currently found at 876 IAC 9-1-2 to include questions regarding disclosure of contamination related to controlled substances or methamphetamine as required by

P.L. 180-2014. Rule revisions will be made to 876 IAC 9-1-2 to include these changes in the near future, however the Commission has made this information available now through this updated form.

Seller states that the information contained in this Disclosure is correct to the best of Seller's CURRENT ACTUAL KNOWLEDGE as of the above date. The prospective buyer and the owner may wish to obtain professional advice or inspections of the property and provide for appropriate provisions in a contract between them concerning any advice, inspections, defects, or warranties obtained on the property. The representations in this form are the representations of the owner and are not the representations of the agent, if any. This information is for disclosure only and is not intended to be a part of any contract between the buyer and the owner. Indiana law (IC 32-21-5) generally requires sellers of 1-4 unit residential property to complete this form regarding the known physical condition of the property. An owner must complete and sign the disclosure form and submit the form to a prospective buyer before an offer is accepted for the sale of the real estate.

Property address (number and street, city, state, and ZIP code)

10801 W Grandview Dr, Columbus, IN 47201-8963

1. The following are in the conditions indicated:

A. APPLIANCES	None/Not Included/Rented	Defective	Not Defective	Do Not Know	C. WATER & SEWER SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
Built-in Vacuum System	✓				Cistern	✓				
Clothes Dryer					Septic Field/Bed	✓				
Clothes Washer	✓				Hot Tub			✓		
Dishwasher	✓		(2) ✓		Plumbing			✓		
Disposal			(2) ✓		Aerator System	✓				
Freezer	✓				Sump Pump			(5) ✓		
Gas Grill ON DECK				✓	Irrigation Systems			✓		
Hood			✓		Water Heater/Electric			(3) ✓		
Microwave Oven			✓		Water Heater/Gas	✓				
Oven			(4) ✓		Water Heater/Solar	✓				
Range			(3) ✓		Water Purifier	✓				
Refrigerator			(4) ✓		Water Softener		✓			
Room Air Conditioner(s)	✓				Well	✓				
Trash Compactor			✓		Septic and Holding Tank/Septic Mound	✓				
TV Antenna/Dish	✓				Geothermal and Heat Pump			(7) ✓		
Other: ICE MAKER			✓		Other Sewer System (Explain)					
BAR REFRIGERATOR			✓		GRINDER PUMP				✓	
					Swimming Pool & Pool Equipment				✓	
								Yes	No	Do Not Know
					Are the structures connected to a public water system?			✓		
					Are the structures connected to a public sewer system?				✓	
					Are there any additions that may require improvements to the sewage disposal system?				✓	
					If yes, have the improvements been completed on the sewage disposal system?			N/A		
					Are the improvements connected to a private/community water system?				✓	
					Are the improvements connected to a private/community sewer system?			✓		
					D. HEATING & COOLING SYSTEM	None/Not Included/Rented	Defective	Not Defective	Do Not Know	
					Attic Fan	✓				
					Central Air Conditioning	GEOTHERMAL		(7) ✓		
					Hot Water Heat	✓				
					Furnace Heat/Gas	✓				
					Furnace Heat/Electric	EMERGENCY			✓	
					Solar House-Heating	✓				
					Woodburning Stove	✓				
					Fireplace	ONE IN BOATHOUSE		(4) ✓		
					Fireplace Insert	✓				
					Air Cleaner				✓	
					Humidifier				✓	
					Propane Tank	✓				
					Other Heating Source	✓				

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller		Date (mm/dd/yy)	08/21/19	Signature of Buyer		Date (mm/dd/yy)	
Signature of Seller		Date (mm/dd/yy)		Signature of Buyer		Date (mm/dd/yy)	
The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.							
Signature of Seller (at closing)		Date (mm/dd/yy)		Signature of Seller (at closing)		Date (mm/dd/yy)	

Property address (number and street, city, state, and ZIP code)

10801 W Grandview Dr, Columbus, IN 47201-8963

2. ROOF	YES	NO	DO NOT KNOW
Age, if known Years NORTH WING 5 YEARS 9 YEARS	<input checked="" type="checkbox"/>		
Does the roof leak?		<input checked="" type="checkbox"/>	
Is there present damage to the roof?		<input checked="" type="checkbox"/>	
Is there more than one layer of shingles on the house?		<input checked="" type="checkbox"/>	
If yes, how many layers? N/A			

3. HAZARDOUS CONDITIONS	YES	NO	DO NOT KNOW
Have there been or are there any hazardous conditions on the property, such as methane gas, lead paint, radon gas in house or well, radioactive material, landfill, mineshaft, expansive soil, toxic materials, mold, other biological contaminants, asbestos insulation, or PCB's?		<input checked="" type="checkbox"/>	
Is there any contamination caused by the manufacture or a controlled substance on the property that has not been certified as decontaminated by an inspector approved under IC 13-14-1-15?		<input checked="" type="checkbox"/>	
Has there been manufacture of methamphetamine or dumping of waste from the manufacture of methamphetamine in a residential structure on the property?		<input checked="" type="checkbox"/>	

Explain:

BURT'S PEST CONTROL INSTALLED TERMITE BAIT TRAPS AS A PREVENTATIVE MEASURE AND CHECKS THEM REGULARLY

E. ADDITIONAL COMMENTS AND/OR EXPLANATIONS:
(Use additional pages, if necessary)

WATER DAMAGE WAS REPAIRED BY KRITZER BUILDERS ON THE WEST WALL FACING THE DECK BETWEEN THE KITCHEN AND MSTR BEDROOM. ALL STONE WAS REMOVED, FRAMING AND JOISTS REPAIRED/REPLACED. NEW PELLA DOORS WERE INSTALLED AND LIMESTONE SILLS + NEW WINDOWS. NEW ROOF AND SKYLIGHTS IN 2010 INCL BOATHOUSE.

4. OTHER DISCLOSURES	YES	NO	DO NOT KNOW
Do structures have aluminum wiring?		<input checked="" type="checkbox"/>	
Are there any foundation problems with the structures?		<input checked="" type="checkbox"/>	
Are there any encroachments?		<input checked="" type="checkbox"/>	
Are there any violations of zoning, building codes, or restrictive covenants?		<input checked="" type="checkbox"/>	
Is the present use of non-conforming use? Explain:		<input checked="" type="checkbox"/>	
Is the access to your property via a private road?		<input checked="" type="checkbox"/>	
Is the access to your property via a public road?	<input checked="" type="checkbox"/>		
Is the access to your property via an easement?		<input checked="" type="checkbox"/>	
Have you received any notices by any governmental or quasi-governmental agencies affecting this property?		<input checked="" type="checkbox"/>	
Are there any structural problems with the building?		<input checked="" type="checkbox"/>	
Have any substantial additions or alterations been made without a required building permit?		<input checked="" type="checkbox"/>	
Are there moisture and/or water problems in the basement, crawl space area, or any other area?		<input checked="" type="checkbox"/>	
Is there any damage due to wind, flood, termites, or rodents?		<input checked="" type="checkbox"/>	
Have any structures been treated for wood destroying insects?	<input checked="" type="checkbox"/>		
Are the furnace/woodstove/chimney/flue all in working order?	<input checked="" type="checkbox"/>		
Is the property in a flood plain?	<input checked="" type="checkbox"/>	PARTIALLY	
Do you currently pay for flood insurance?	<input checked="" type="checkbox"/>		
Does the property contain underground storage tank(s)?		<input checked="" type="checkbox"/>	
Is the homeowner a licensed real estate salesperson or broker?		<input checked="" type="checkbox"/>	
Is there any threatened or existing litigation regarding the property?		<input checked="" type="checkbox"/>	
Is the property subject to covenants, conditions and/or restrictions of a homeowner's association?	<input checked="" type="checkbox"/>		
Is the property located within one (1) mile of an airport?		<input checked="" type="checkbox"/>	

The information contained in this Disclosure has been furnished by the Seller, who certifies to the truth thereof, based on the Seller's CURRENT ACTUAL KNOWLEDGE. A disclosure form is not a warranty by the owner or the owner's agent, if any, and the disclosure form may not be used as a substitute for any inspections or warranties that the prospective buyer or owner may later obtain. At or before settlement, the owner is required to disclose any material change in the physical condition of the property or certify to the purchaser at settlement that the condition of the property is substantially the same as it was when the disclosure form was provided. Seller and Purchaser hereby acknowledge receipt of this Disclosure by signing below.

Signature of Seller 	Date (mm/dd/yy) 08/21/19	Signature of Buyer	Date (mm/dd/yy)
Signature of Seller	Date (mm/dd/yy)	Signature of Buyer	Date (mm/dd/yy)

The Seller hereby certifies that the condition of the property is substantially the same as it was when the Seller's Disclosure form was originally provided to the Buyer.

Signature of Seller (at closing)	Date (mm/dd/yy)	Signature of Seller (at closing)	Date (mm/dd/yy)
----------------------------------	-----------------	----------------------------------	-----------------



FORM #03.

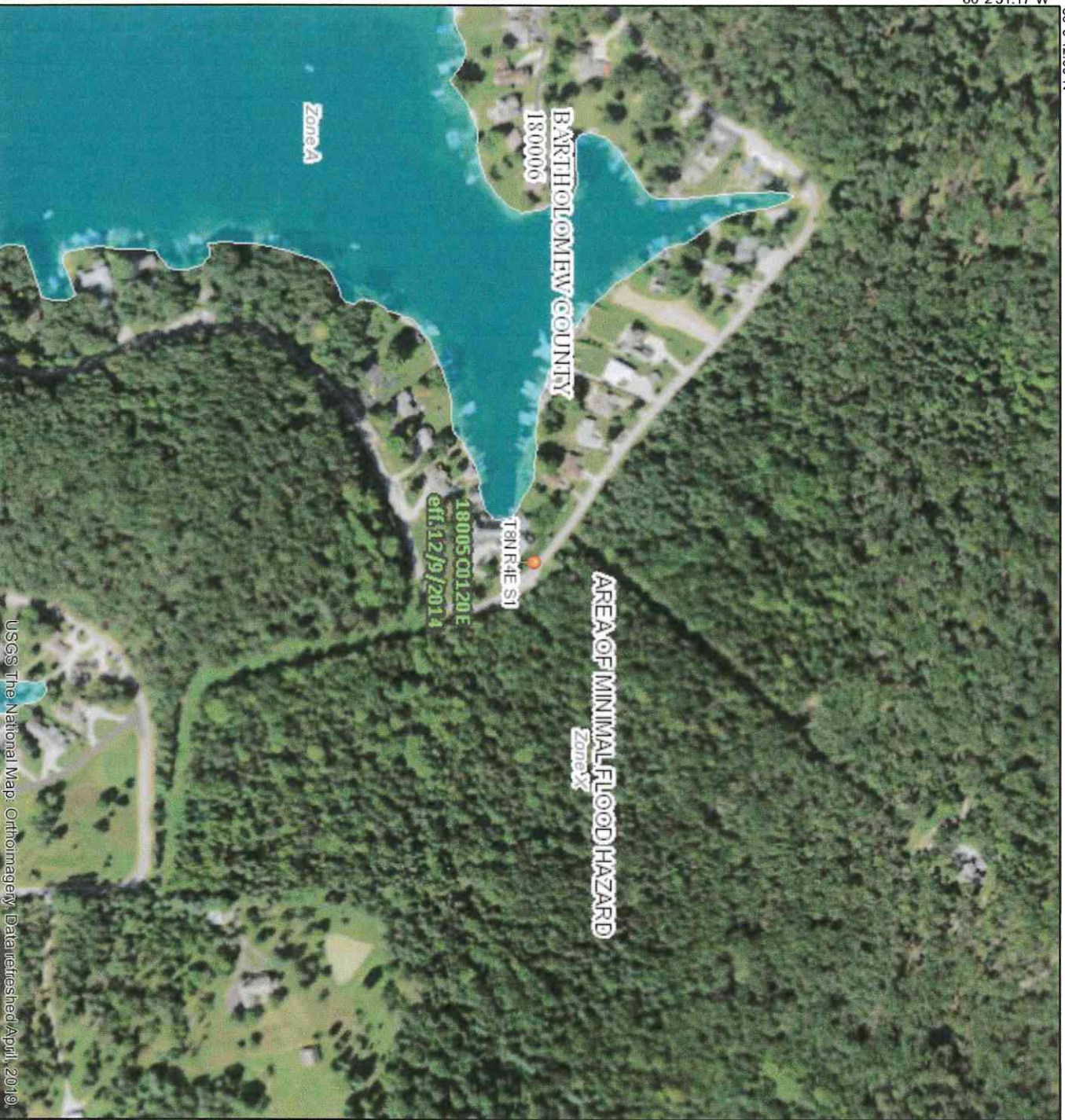


National Flood Hazard Layer FIRMette



39°9'42.00"N

86°2'31.17"W



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

	Without Base Flood Elevation (BFE) Zone A, V, AE9
	With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway

	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee, See Notes, Zone X
	Area with Flood Risk due to Levee Zone D

	NO SCREEN Area of Minimal Flood Hazard Zone X
	Effective LOMRS
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer Structures
	Levee, Dike, or Floodwall

	20.2 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/27/2019 at 5:26:54 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodified areas cannot be used for regulatory purposes.

0 250 500 1,000 1,500 2,000 Feet 1:6,000

USGS, The National Map, Orthorectified, Data refreshed April, 2019

39°9'14.11"N

86°1'53.71"W

COMBINED, RESTATED AND AMENDED

COVENANTS AND RESTRICTIONS

FOR

GRANDVIEW LAKE

December 8, 2017

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

1. Use of boats and motors and water safety shall be regulated by a majority vote of all lots owners now owning or who may hereafter own lots fronting on said lake. Each such lot shall be entitled to one vote.

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

2. All Lots shall be known and described as residential lots. No house trailer, hut, shanty or other structure shall be erected, placed or be permitted to remain on any such lot except one single family dwelling and detached accessory structures, such as a private garage, boat house and other approved out-buildings incidental to residential use. All dwellings or buildings erected thereon shall be of neat and presentable design and good workmanship. As of the date of this amendment, no portion of any accessory structure, such as a garage or other similar detached accessory structures may be used for residential purposes, whether permanently or temporarily (such as mother-in law or granny quarters), without the prior written approval of the Board of Directors and without receiving the proper approval and permits of Bartholomew County. Accessory structures shall not have a kitchen. For purposes of this provision, the term "single family" includes the titled Owner(s), the Owner's spouse or significant other, children, grandchildren, grandparents, and temporary -guests (including live-in caretakers), and does not include the representatives, employees, agents, or guests of a corporation, partnership, or other entity who owns any lot.
3. Ground floor area of the main structure, exclusive of one story, open porches and garages, shall be not less than nine hundred (900) square feet for a one story dwelling and not less than seven hundred fifty (750) square feet for a dwelling of more than one

story and have a construction cost of not less than Ten Thousand (\$10,000.00) dollars based upon cost levels prevailing on the dates these covenants are executed.

4. General housing plans and a bill of materials shall be submitted by the lot owner and shall have a written approval of the Grandview Lot Owners Association, Inc. ("GLOA"), or its nominee before construction of any dwelling or outbuilding shall commence. In the event GLOA or its designated representatives fail to approve or disapprove said plans within thirty (30) days after complete plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
5. All dwellings or buildings erected on any of said lots shall be of a neat and attractive design and good workmanship conforming in essential details to approved general house plans.
6. Sewage shall be disposed of by connecting building waste lines to the GLOA sewer system. Connection of waste lines shall be done in conformance with Indiana State Board of Health standards and the standards of all other Governmental agencies having jurisdiction thereof.
7. No domestic animals bred or kept for commercial purposes, poultry, swine, cattle, horses, sheep, goats, or other livestock, except customary and usual household pets shall be kept or maintained on any lot or portion thereof.
8. Each lot owner shall be responsible for maintaining his property in a well kept manner and for cutting weeds and brush, if any, at least once yearly during the period May to October whether or not a dwelling shall exist on said property.
9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to any other lot or the neighborhood. No retail trade or commercial business shall be permitted on any lot except as herein specified.
10. Easements are reserved across each lot for the purposes of providing such utility services as electricity, telephone, sewage and water. The owners of all lots shall take title subject to the rights of the public utilities and government agents to said easements herein granted for ingress and egress to construct and maintain such utilities.
11. The GLOA, without the consent of the lot owner, shall have the right to enter upon any lot for the purpose of maintaining roads, roadways and main sewer line that are the responsibility of the GLOA. The GLOA shall not be held responsible for any damages as a result thereof, other than to improvements placed thereon by the lot owner. In respect to improvements including shrubbery placed thereon by the lot owner, the GLOA shall be liable for any negligent or reckless damage thereto.

12. All lots fronting on the lake are conveyed subject to the right reserved to overflow said lots to a depth of the maximum water level of Grandview Lake as determined by the spillway of the Dam and all parts of said lots covered by the lake shall be subject to an easement for the use by owners of said lots, their guests, and the guests of the GLOA as a water way and for boating, fishing, swimming and other recreation purposes and for pumping water for use on their premises.
13. Acreage fronting on the Lake and extending from the mid-point of the dam thence in a northerly direction along the shoreline of said Lake for a distance of Two Thousand Six Hundred (2600) feet, more or less, is reserved for the future use of the Grandview Lot Owners Association, Inc.
14. Grandview Lot Owners Association, Inc., its assigns or successors, assumes full responsibility for construction, maintenance and repairs of the dam and spillway and will defend all claims for damages arising from construction or repair of said dam and spillway, if any.
15. The public is restricted from use of Grandview Lake, except as guests of residential lot owners or as guests of Grandview Lot Owners Association, Inc. Grandview Lot Owners Association, Inc. assumes responsibility and may adopt reasonable rules for enforcement of this restriction.
16. Each lot owner expressly assumes all risk and responsibility for any accident, injury or damage to persons or property as to himself or others, in or about the lake or other common use areas within the Grandview Lake Development and agrees to hold GLOA harmless from all liability therefrom, except as hereinabove set out.
17. These covenants are to run with the land and are binding on all parties and all persons claiming under them in perpetuity. Except for Covenant 23 set forth herein these covenants may be changed, amended or repealed in whole or in part upon an affirmative vote of a majority of the cumulative lot owners comprising all additions of the Grandview Lake subdivision that are in good standing. Covenant 23 which controls building setbacks from roads, property boundaries or the lake for each individual addition in the Grandview Lake Development, can only be amended by a majority vote of the lot owners in the specific individual addition which is being changed.
18. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for GLOA and any other person or persons owning any real property fronting on said Lake to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and the party successfully enforcing these covenants shall be entitled to recover damages, injunctive relief, costs, unpaid dues, assessments, and other costs incurred as part of the collection process along with reasonable attorney fees for such enforcement action.

19. Grandview Lake is dedicated to the use of lot owners fronting on or adjacent to said lake, to their guests, to Grandview Lot Owners Association, Inc., and the guests of said corporation.
20. Invalidation of any one of these covenants by Judgement or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect. The failure of the GLOA or any owner to enforce any covenant, rule, or regulation shall in no event be deemed to be a waiver of the right to do so thereafter upon the occurrence, recurrence, or continuation of the violation or threatened violation.
21. Ownership, management, control and maintenance of the Grandview Dam, spillway and associated structures is the responsibility of Grandview Lot Owners Association, Inc. All of the lots are subject to a certain Declaration of Covenants executed April 2, 1967, and recorded July 7, 1967, in Miscellaneous Record Book 35, Page 324 in the Office of the Recorder of Bartholomew County, Indiana, which said Declaration of Covenants provides, among other things, for the payment of dues and assessments to the Grandview Lot Owners Association, Inc. Each owner of every lot in this Addition shall by acceptance of a deed of conveyance to such lot covenant and agree to be a member of the Grandview Lot Owners Association, Inc., an Indiana not-for-profit corporation, and to pay all dues and assessment thereof in accordance with its Articles of Incorporation, By-Laws and the foregoing Declaration of Covenants.
22. All private drives crossing public road side ditches shall have 12 inch culverts in said road side ditches. No structure shall be built nor shall any grading be done in such a manner as to block the natural drainage of any lot or parcel of ground except that the owner of a lot may reroute the natural drainage of his lot so long as it is not detrimental to his neighbor either upstream or downstream. Drainage use of easements is specifically authorized.

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

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

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

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

Second Addition Dwellings shall set back forty (40) feet from center line of platted roads and homes may not extend closer than twelve (12) feet to a common property line. Dwellings shall not be built on portions of lots which are less than sixty-five (65) feet wide.

Third Addition Dwellings shall set back forty (40) feet from the center line of platted roads, and homes may not extend closer than twelve (12) feet to a common property line. Dwellings shall not be built on portions of lots which are less than sixty-five (65) feet wide.

Fourth Addition Dwellings shall set back forty (40) feet from center line of platted roads and homes may not extend closer than twelve (12) feet to a common property line. Dwellings shall not be built on portions of lots which are less than sixty-five (65) feet wide.

Fifth Addition Dwellings shall set back forty (40) feet from center line of platted roads and homes may not extend closer than twelve (12) feet to a common property line. Dwellings shall not be built on portions of lots which are less than sixty-five (65) feet wide.

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

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

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

Strahl Addition Dwellings shall set back forty (40) feet from the center line of platted roads, and homes may not extend closer than twelve (12) feet to a common property line. Dwellings shall not be built on portions of lots which are less than sixty-five (65) feet wide.

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

24. All leases, including renewals, must be in writing (amounts and personal information redacted) and provided to the GLOA Office before a home can be leased or rented. A lease cannot be less than three (3) months in length. An Owner cannot lease less than

his entire Lot, and subleasing is not permitted. All leases must notify the tenants that they are required to follow the Combined and Restated Covenants and Restrictions for Grandview Lake, the Articles and Bylaws of the Association, all lake usage rules and all rules and regulations properly adopted by the Board of Directors or the Association. This restriction on renting and leasing takes effect on the date this covenant amendment is recorded with the Bartholomew County Recorder's Office. Any Owner found to be in violation of any portion of this covenant by a court of competent jurisdiction may be permanently banned from leasing or renting his property.

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

Combined & Restated on November 2, 2014
Recorded November 26, 2014

First Amendment by Lot Owners November 1, 2015
Recorded December 7, 2015

Correct errors on Covenants filed December 7, 2015
Recorded April 29, 2016

Second Amendment by Lot Owners November 5, 2017
Recorded December 8, 2017

RULES FOR USE OF GRANDVIEW LAKE

Condensed

No person should operate any watercraft on Grandview Lake without reading and knowing the following rules. Each lot owner and renter is responsible for making sure that all persons who operate his or her watercraft **comply** with these rules. Violation of any rule could result in injury or death as well as suspension of lake use privileges for all of your watercraft.

- All persons who use the lake must exercise courtesy and consideration to other lake users and must conform to these boating rules, unless to do so would create a hazardous or unsafe situation.
- No person shall use the lake if such person is under the influence of alcoholic beverages or any other controlled substance.
- Attached hereto is a map of Grandview Lake designating certain restrictions within certain areas of the lake, and use of the lake shall comply with the regulation as shown on this map. Skiers from a lot may be towed into or out of such lot, but the boat and the skier must not cross any area within 100 feet in front of any other lot or the designated "IDLE ZONE" area as shown on the attached map.
- All boats must carry a Coast Guard approved lifesaving device for each occupant of the boat
- No person under the age of sixteen (16) years shall operate a boat having a motor over ten (10) horsepower or PWC, except under one of the following conditions:
- Accompanied by a person over the age of eighteen (18) years.
- Accompanied by a person over the age of sixteen (16) years who has been issued a certificate of completion of a U.S. Coast Guard or Power Squadron approved basic boating course.
- No person shall swim more than 100 ft. from shore or beyond the "IDLE ZONE" areas as shown on the attached map without an accompanying boat, nor shall users of air mattresses or other flotation devices get into boat traffic patterns or more than 100 ft. from shore or beyond the "IDLE ZONE" areas as shown on the attached map. Persons must stay within 50 feet of an accompanying boat.
- No one shall discard cans, bottles, trash, or any other refuse into the lake, and no one shall dump or allow the discharge of gasoline, oil, sewage, or other toxic materials into the lake.
- All boats, including PWCS, must have designated reasonable seating capacity for all occupants and persons being towed. For example, a PWC designed for two (2) persons occupied by two (2) persons may not tow any person.
- All powerboats shall be driven in a counter clockwise direction as viewed from above the lake, except for an area as may be designated from time to time by the BOD for use of a water ski course. No boat may be operated to cause a 360-degree turn on any weekend or holiday.
- All power boats shall be operated farther than 100 ft. from any shoreline, unless driven at idle speed and slow enough to prevent wake or wash. However, skiers from a lot may be

towed into or out of such lot, but the boat and the skier must not cross any area within 100 feet in front of any other lot.

- All power boats, including jet skis, following or overtaking another boat shall stay clear of any boat ahead by at least 100 ft. and shall overtake or pass to the left no closer than 50 ft. from the other boat. If either or both boats are pulling skiers, tubers, or persons, the 100 ft. minimum clearance includes the skiers, tubers or persons, and equipment. No boat shall be operated so as to directly follow the path of a skier, tuber, or person at any distance of less than 300 ft.
- All skiers, tubers, and persons being towed by any watercraft must wear a Coast Guard approved floatation device. Each person aboard a PWC must wear a Coast Guard approved floatation device.
- Boats towing a skier, tuber, or person must return at once to a fallen or dropped skier, tuber, or person, but must keep clear of boats when turning or traveling to the skier, tuber or person. No boat shall go any closer than 100 ft. of any fallen skier, tuber, or person.
- On weekends a boat may tow no more than two (2) of the following: skiers, tubers or persons at any one time from Noon to 8:00 p.m., and on holidays a boat may tow no more than two of the following: skiers, tubers or persons at any one time from 10:00 a.m. to 8:00 p.m. A tow rope shall not be longer than 80 feet and must not be allowed to trail behind a boat when the boat is not pulling a skier, tuber or person.
- A ski shall not be “dropped” or be left in the lake in areas of boat traffic, and ‘dropped’ skis must be picked up immediately.
- During heavy traffic times, which always include Saturday and Sunday from 12:00 p.m. to 6:00 p.m. and holidays from 10:00 a.m. to 8:00 p.m., all skiers, tubers or persons who are being towed by watercraft must have an observer on the towing watercraft in addition to the driver. At other times the driver must have a suitable rear view mirror or an additional observer. Operating hours for holidays has been extended to cover all holiday weekends from 10:00 a.m. to 8:00 p.m.
- In order to prevent congestion on the lake during heavy traffic times, as defined in Paragraph S. above, no more than one (1) power boat registered to a lot shall use the lake for towing any skier, tuber, or person.
- All powerboats must stay clear of skiers, tubers, or persons being towed by a watercraft, and swimmers. A fallen skier should hold his/her ski up (other fallen persons should hold their hand and arm up) above the surface of the water in order to increase his/her visibility to boats.
- Occupants of a boat with a motor running are to be situated within the boat so that, regardless of the speed of the boat, a loss of balance or unexpected maneuver will not expel them from the boat. No jumping out of a moving boat unless and emergency situation exists.
- The maximum speed allowed on the lake is **35 miles** per hour between sunrise and sunset; however, a boat towing a barefoot skier may be operated at no more than 40 miles per hour at such time. All powerboats shall be operated at idle speed with no wake on the lake between sunset and sunrise.
- The times of “sunset” and “sunrise” each day shall be as published by the National Weather Service (or other governmental agency) or as otherwise determined by the BOD.

- The Safety Chairman or his deputies as designated by the Board of Directors of Grandview Lot Owners Association, Inc., may establish additional idle and no wake zones, to be marked by
- signs or buoys designating the outer perimeter of idle areas. No boats shall be operated within such designated areas above idle speed with no wake.
- Motor craft leaving an idle zone must yield right-of-way to any motor craft outside the idle zone. Boats crossing the entrance to an inlet while having person in tow have the right-of-way over boats entering or leaving the inlet. However, if both boats have person in tow, then the boat on the right has the right-of-way.
- The “New addition cove”, extending to a line across the cove from Lot 101 to Lot 154 shall be a no-wake zone, and all powerboats shall operate at idle speed within this area.

- Boats shall be operated in such a manner as to comply with the following rules unless it shall not be a safe maneuver: If two (2) powerboats are approaching each other bow to bow, each boat must yield to the right to stay clear of the other boat. If (2) powerboats are approaching obliquely or from the side, the boat on the right has the right-of-way.
- All boats must not create excessive noise (exhaust must be muffled), and no hydroplanes primarily designed for racing purposes, no airboats (propelled by air thrusts), no submarine or any boat or watercraft designed to operate below the surface of the water and no houseboats may use the lake. No airplane, helicopter, or other craft that is designed to fly or hover above the ground or water may use the lake.
- No person shall operate any boat that is loaded with passengers and /or cargo beyond its safe carrying capacity as recommended by the manufacturer of the boat or as identified by the manufacturer of the boat or as identified by the manufacturer’s disclosure placed on the boat.
- All motorized boats operating between sunset and sunrise shall exhibit the following: (1) A bright white light aft, higher than the bow light, visible 360 degrees around the boat. (2) A separate or combined light in the forepart (bow) of the watercraft showing green to starboard and red to port.
- All other watercraft when operating between sunset and sunrise shall carry, ready at hand, a lantern or flashlight which shall be exhibited showing a bright white light in sufficient time to indicate its presence in order to avoid collision.
- Any stationary boat need not exhibit lights except when approached by another watercraft.
- Any person who is operating any watercraft on Grandview Lake shall stop the operation of the watercraft at the request of or being hailed or signaled to stop by the Safety Chairman or his deputies as designated by the BOD for such period of time as necessary to communicate with such persons. Such operator shall accurately give his/her name, age and any other reasonable information as requested by the Safety Chairman or his deputies have the right to inspect any boat for violation of Grandview Lake rules, including the utilization of wake enhancing devices.
- No person shall “utilize” a device of any kind that its purpose is to increase the size of the boat’s wake. In other words, factory installed water ballast systems should be empty, trim tabs should not be set to enhance the wake and no bags or “fat sacks” are permitted.

Boats will not be registered and stickered with any of these devices after January 1, 2009 and existing boats will not be registered and stickered to a different lot owner after January 1, 2009.

- The ski course should be used for slalom purposes only. No boat shall pull a tube through the ski course. No boat shall be tied off to any part of the ski course.
- Even though a boat may have the right-of-way over another boat pursuant to any of these rules, the operator of such shall not pursue its right-of-way if to do so would create an unsafe situation. The operator of any boat must slow down or stop, even if there is a person in tow, in order to avoid a collision or any unsafe encounter with another boat or person.
- No watercraft is allowed to use Grandview Lake unless it is owned by a lot owner or a renter, is registered with and approved by the Secretary of the Grandview Lot Owners Association, Inc., and has the approved decal and lot numbers on both sides of the watercraft.
- No watercraft, float, or person is allowed to tie, anchor, or otherwise attach themselves to any NO WAKE/IDLE buoy at any time.
- If the lake level rises to 8.5 inches over the spillway gate, it is within 12 inches from the top of the rip rap that protects the Emergency Overflow section of the Dam. When these conditions exist, the entire lake will be declared "No Wake Zone" to prevent waves from eroding the Dam.

These rules are some of the most important rules. All rules must be read and complied with.