



# **DAVID BRENTON'S TEAM**

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## **RE/MAX Select, REALTORS**

**48 N Emerson Ave Suite 600 Greenwood, IN 46143-8895**

**(317) 882-7210 Office • (317) 888-7201 Fax**

**[www.move2indy.com](http://www.move2indy.com)**

The covenants provided may or may not include any amendments made due to governing agencies (ie: national, state, city, local and neighborhood agencies). Please contact the Recorder's office for the county where the property is located to receive updated information.

**The information is deemed reliable, but not guaranteed.**

33 02165

CROSS REFERENCE

DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
LAKE USE IN PLEASANT LAKE ESTATES

This Declaration made this 5<sup>th</sup> day of January,  
1983, by PLEASANT LAKE ASSOCIATES, an Indiana partnership  
("Declarant"),

W I T N E S S E T H :

WHEREAS the following facts are true:

- A. Declarant and the following persons or entities:  
 The Ryland Group, Inc.  
 Melody Homes, Inc.  
 Jonathan Group, Inc.  
 James and Ina Previtt, husband and wife

are the owners of the fee simple title to certain real estate  
located in Marion County, Indiana, more particularly described  
in Exhibit "A" attached hereto and made a part hereof  
(hereinafter referred to as the "Real Estate").

B. That portion of the Real Estate more particularly  
described in Exhibit "B", attached hereto and made a part  
hereof, is a subdivision consisting of 79 lots known as  
Pleasant Lake Estates, Section 1, the plat of which was  
recorded in the Office of the Recorder of Marion County,  
Indiana on April 9, 1981, as Instrument No. 81-20822 (herein-  
after referred to as "Section 1"). A copy of the plat of  
Section 1 is attached hereto, made a part hereof and marked  
Exhibit "C" (the "Plat").

C. Declarant contemplates that it will develop, either  
by subdividing and platting or otherwise, that portion of the  
Real Estate not included in Section 1, the legal description of  
which is attached hereto and marked Exhibit "D" (hereinafter  
referred to as the "Remaining Real Estate").

33 02165

RECORDED  
MAR 13 1983  
MARION COUNTY  
INDIANA  
FILED

RECEIVED FOR R 010  
RECORDED-MARION CO.  
JAN 9 1983

Step in file

1/26

D. Declarant has constructed or will construct a lake, a part of which is located in Section 1 and a part of which is located on the Remaining Real Estate. That part of the Lake located in Section 1 is located between the west boundary and the south boundary of the plat of Section 1 and the 789 contour on the east and north, all as designated on Exhibit "E". That part of the Lake located on the Remaining Real Estate will be more specifically described in a Supplemental Declaration to be filed at the time of filing of the plat for the Remaining Real Estate.

E. Declarant deems it desirable that the Owners of all Lots within Section 1 and the Owners of all lots in the Remaining Real Estate (when and if developed) shall have access to and the right to use the Lake subject to the terms and provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, encumbered, leased, rented, used and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements and rights hereinafter set forth:

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

a. "Declarant" shall mean and refer to Pleasant Lake Associates, an Indiana partnership, and any successors and assigns of it whom it designates in one or more recorded instruments to have the rights of Declarant hereunder, including but not limited to any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under or foreclosure of a mortgage executed by Declarant.

b. "Lake" means the Lake to be created on the Real Estate, a part of which will be on Section 1 and a part of which will be on the Remaining Real Estate. That portion of the Lake located in Section 1 is located between the west boundary and the south boundary of the plat of Section 1 and the 789 contour on the north and east, all as designated on Exhibit "B". That part of the Lake located on the Remaining Real Estate will be more specifically described in a Supplemental Declaration to be filed at the time of filing of the plat for the Remaining Real Estate.

c. "Lake Owners" shall mean those persons who own Lots that front on the Lake or that front on and comprise a part of the Lake. In Section 1 the Lake Owners are the owners of Lots 23, 24, 25, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74 and 75.

d. "Lot" shall mean each of the platted Lots located in Section 1 and each Lot which may be platted and located in the Remaining Real Estate.

e. "Owner" shall mean the owner of the fee simple title to any Lot or a person purchasing a Lot pursuant to a land contract.

2. Declaration. Declarant hereby expressly declares that the Real Estate shall be held, transferred and occupied subject to the restrictions, rights, easements and covenants contained herein. The Owners of any Lots subject to these restrictions by (i) acceptance of a deed conveying title thereto or the execution of a land contract for the purchase thereof, whether from Declarant or a subsequent owner of such Lot, or (ii) by the act of occupancy of a Lot, shall accept such deed and the execution of such land contract subject to

each of the covenants, restrictions, easements, rights and agreements contained therein. By acceptance of such deed or execution of such land contract, each Owner acknowledges the rights, restrictions and easements of other Lot Owners and for itself, its personal representatives, successors and assigns, covenants, agrees and consents to and with the Owners and subsequent Owners of each lot affected by these covenants and restrictions to keep, observe, comply with and perform such restrictions, rights and easements.

3. Lake Easement. Declarant hereby grants a non-exclusive easement to each Lot Owner to use the Lake subject to the restrictions and rights contained in this Declaration. Such easement shall be an easement running with and appurtenant to each Lot. Declarant hereby grants to each Lot Owner a nonexclusive easement over and across a strip of land 15 feet in width, the centerline of which is the common lot line of Lot 74 and Lot 75 commencing at Valley Lake Drive and extending to the Lake as designated on the Plat (Exhibit "C") to provide access to and from the Lake (hereinafter referred to as the "Access Easement"). Without limiting the generality of the foregoing, each Lot Owner, his tenants, invitees and guests shall have and are hereby granted (i) a nonexclusive easement and right of ingress and egress for pedestrian traffic upon, over and across the Access Easement to provide access for such Owner to the Lake and (ii) the right and easement to go upon and use the Lake. Such easement for ingress and egress and easement to use the Lake are granted subject to the following provisions:

- a. The obligation to maintain the Lake, if any maintenance is necessary, shall rest with the Lake Owners, and the remaining Lot Owners shall have no

obligation toward payment of any cost for maintaining the Lake. The Lake Owners shall determine by majority vote what maintenance is required, and each Lake Owner shall be obligated to contribute an equal share toward the cost of such maintenance.

b. Lot Owners who use the Lake may have ingress and egress to and from the Lake only through the Access Easement or, if a Lake Owner, from such Lake Owner's Lot. No Lot Owner shall enter or leave the Lake at any location other than (i) at or through the Access Easement or (ii) at or through a Lot owned by such Lot Owner.

c. No swimming shall be allowed in the Lake.

d. No motorized boats shall be permitted on the Lake other than electric trolling motor boats.

4. Remaining Real Estate. In addition to Section 1, Declarant is the Owner of the Remaining Real Estate located south of and adjacent to Section 1, as described in Exhibit "D" attached hereto and incorporated herein. A portion of the Lake is located on the Remaining Real Estate. Declarant contemplates developing the Remaining Real Estate for residential use. Declarant, without the consent of the Lot Owners, may, but is not obligated to, develop the Remaining Real Estate or any part thereof for residential purposes. Upon the development of the Remaining Real Estate, the Lot Owners thereof shall have the same rights and obligations as the Owners in Section 1 to have ingress and egress to and from the Lake and to use the Lake. Upon development of the Remaining Real Estate, Declarant shall file a Supplementary Declaration subjecting the Lots in the Remaining Real Estate to the terms and provisions of this Declaration designating the Lake Owners in the Remaining Real Estate and describing more specifically that portion of the Lake located in the Remaining Real Estate.

5. Amendment of Declaration. Any amendment to this Declaration must be approved in writing by not less than seventy-five percent (75%) of the Owners of Lots and by Declarant, as long as Declarant is the Owner of any Lot or any part of the Remaining Real Estate. Each amendment to the Declaration as executed by the requisite parties shall be recorded in the Office of the Recorder of Marion County, Indiana; and such amendment shall not become effective until it is so recorded.

6. Acceptance and Ratification. All present and future Owners, mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration. Acceptance of a deed, conveyance or the act of occupancy of any Lot shall constitute an agreement to the provisions of this Declaration as such may be amended from time to time and ratified by such Owner, tenant or occupant; and all such provisions shall be covenants running with the land and shall be binding on any persons having at any time any interest or estate in the Lot or the Real Estate as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts and other legal entities which may own, occupy, use, enjoy or control a Lot or Lots or any part of the Real Estate in any manner shall be subject to the Declaration as such may be amended from time to time.

7. Nonliability of Lake Owners and Declarant. Neither the Declarant nor any Lake Owner shall be liable to any other Owner or to any other person for any injury to person or property or death to a person arising out of or in connection with any Owner's use of the Lake or the Access Easement, it being intended that the Lot Owners using the Lake shall use the

use of their own rights and neither the Lake Owners nor Declarant shall have any obligation for any damage, injury or death which might occur as a result of such use; and neither the Lake Owners nor Declarant have any obligation or duty to render the Lake safe.

8. Consent of Existing Owners. The Ryland Group, Inc., the owner of Lots 1 in Pleasant Lake Estates, Section 1, Melody Homes, Inc., the owner of Lot 41 in Pleasant Lake Estates, Section 1, Jonathan Group, Inc., the owner of Lot 3 in Pleasant Lake Estates, Section 1, and James and Ina Prewitt, husband and wife, the owner of Lot 15 in Pleasant Lake Estates, Section 1, by execution of this "Declaration of Covenants and Restrictions for Lake Use in Pleasant Lake Estates," hereby consent to the recording of this Declaration and agree for themselves, their successors and assigns that the terms and provisions of this Declaration shall be applicable to and binding upon Lots 1, 2, 3 and 41 in Pleasant Lake Estates, Section 1 and the owners thereof.

9. Severability. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

10. Enforcement. The provisions of this Declaration may be enforced by any aggrieved Owner through court proceedings for injunctive relief, for damages, or for both. The failure or delay at any time of any Owner, or any other person entitled to enforce this Declaration, to enforce any of the same shall in no event be deemed a waiver of the same or of the right to enforce the same at any time or from time to time thereafter or an estoppel against the enforcement thereof.

83 02165





WITNESS my hand and Notarial Seal this 5<sup>th</sup> day  
of JANUARY, 1983.

Jean M. Simpson  
Notary Public

JEAN M. SIMPSON  
(Printed Signature)

My Commission Expires:  
Oct. 5, 1986

My County of Residence:  
Johnson

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared THOMAS D. RUSH, who, being first duly sworn upon my oath, acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions for Lake Use in Pleasant Lake Estates" as A voluntary act and deed on behalf of Jonathan Group, Inc.

WITNESS my hand and Notarial Seal this 5th day  
of January, 1983.

Wanda C. Todd  
Notary Public

WANDA C. TODD  
(Printed Signature)

My Commission Expires:  
1-23-1984

My County of Residence:  
Marion

~~STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )~~

~~Before me, a Notary Public in and for said County and State, personally appeared James Prewitt, who, being first duly sworn upon his oath, acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions for Lake Use in Pleasant Lake Estates" as his voluntary act and deed.~~



A part of the North half of the Southeast Quarter of Section 20, Township 14 North, Range 4 East in Marion County, Indiana, being more particularly described as follows:

Beginning at the Northeast Corner of the Southeast Quarter of said Section 20 thence South 00°32'42" West on and along the East Line of said Southeast Quarter, a distance of 781.53 feet; thence North 89°27'18" West a distance of 52.43 feet to a point on the Thread Line of Pleasant Run Creek; thence Westerly along the Meanders of said Thread Line as established by this survey the next 33 courses, thence South 72°05'07" West a distance of 21.94 feet; thence North 76°57'48" West a distance of 25.58 feet; thence South 71°08'07" West a distance of 79.70 feet; thence North 56°38'28" West a distance of 43.17 feet; thence South 86°05'05" West a distance of 18.45 feet; thence South 54°01'47" West a distance of 142.55 feet; thence North 83°50'25" West a distance of 18.92 feet; thence North 33°29'29" West a distance of 87.15 feet; thence North 57°53'02" West a distance of 26.35 feet; thence South 70°23'59" West a distance of 76.97 feet; thence North 80°01'05" West a distance of 89.02 feet; thence South 65°30'11" West a distance of 201.86 feet; thence South 39°16'07" West a distance of 19.40 feet; thence South 71°33'26" West a distance of 46.88 feet; thence North 65°52'31" West a distance of 26.89 feet; thence North 89°30'33" West a distance of 106.24 feet; thence North 64°41'25" West a distance of 41.85 feet; thence South 89°12'59" West a distance of 53.39 feet; thence North 35°44'19" West a distance of 32.82 feet; thence North 64°09'49" West a distance of 19.34 feet; thence South 61°34'51" West a distance of 19.75 feet; thence South 29°10'55" West a distance of 52.40 feet; thence South 69°13'41" West a distance of 85.67 feet; thence North 79°55'29" West a distance of 39.96 feet; thence North 42°46'41" West a distance of 71.31 feet; thence North 71°45'57" West a distance of 65.90 feet; thence North 34°53'36" West a distance of 79.38 feet; thence North 79°23'54" West a distance of 82.18 feet; thence North 54°15'45" West a distance of 143.30 feet; thence North 81°55'31" West a distance of 30.75 feet; thence South 63°13'37" West a distance of 67.75 feet; thence North 56°06'59" West a distance of 20.54 feet; thence South 85°00'50" West a distance of 112.42 feet; thence leaving the Thread Line of said Pleasant Run Creek, North 00°49'17" West a distance of 681.81 feet to a point on the North line of said Southeast quarter; thence North 89°18'06" East on and along said North line, a distance of 1825.40 feet to the POINT OF BEGINNING, containing 33.6761 acres

83 02165

EXHIBIT "B"

North 1/2 of the Southeast Quarter of Section 20,  
Township 14 North, Range 4 East in Marion County,  
Indiana, containing 80 acres more or less.

Exhibit "A"

83 02165

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 1982.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Signature)

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

My County of Residence:  
\_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION,     )

Before me, a Notary Public in and for said County and State, personally appeared Ina Prewitt, who, being first duly sworn upon her oath, acknowledged the execution of the foregoing "Declaration of Covenants and Restrictions for Lake Use in Pleasant Lake Estates" as her voluntary act and deed.

WITNESS my hand and Notarial Seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 1982.

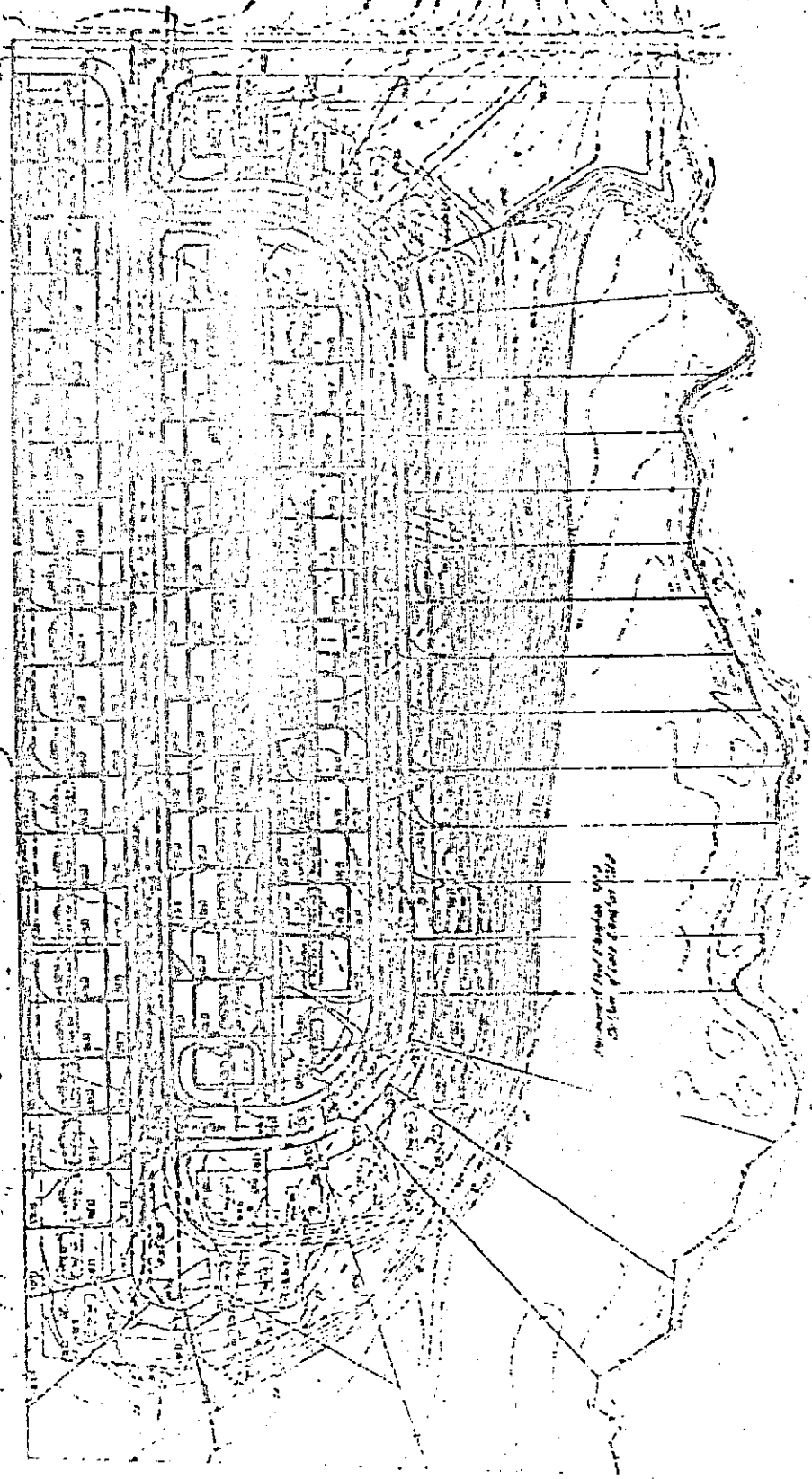
\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Signature)

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

My County of Residence:  
\_\_\_\_\_

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.



1. The amount of land shown is 13.76 acres of land shown on this  
 2. The amount of land shown is 13.76 acres of land shown on this  
 3. The amount of land shown is 13.76 acres of land shown on this  
 4. The amount of land shown is 13.76 acres of land shown on this

PLEASANT LAKE COUNTY	
CHASSIS No.	111
APPLICANT'S NAME	W. J. ...
DATE	...
...	...

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Township 14 North, Range 4 East in Marion County,  
Indiana, containing 80 acres more or less.

EXCEPTING THEREFROM THE FOLLOWING:

A part of the North half of the Southeast Quarter of  
Section 20, Township 14 North, Range 4 East in Marion  
County, Indiana, being more particularly described as  
follows:

Beginnig at the Northeast Corner of the Southeast  
Quarter of said Section 20 thence South 00°32'42" West on  
and along the East line of said Southeast Quarter, a  
distance of 781.53 feet; thence North 89°27'18" West a  
distance of 52.53 feet to a point on the Thread line of  
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along said North line, a distance of 1825.40 feet to the  
POINT OF BEGINNING, containing 33.6761 acres

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EXHIBIT "D"