

El Dorado

Johnson Co.

**EL DORADO
RESTRICTIVE**

The undersigned, Gene A. Biehl, Henry Scheid and William F. VanHoy, Jr. a partnership, owners of the attached described real estate, do hereby make, plat, subdivide, lay off and dedicate said described real estate into lots and streets in accordance with the plat hereto attached, which addition shall be known as "El Dorado V", Johnson County, Indiana, that the streets as shown on the attached plat are hereby dedicated to public use and that all of the lots contained in the above plat or any portion thereof shall be subject to the following restrictions, which restriction shall be considered and hereby declared to be covenants running with the land, which said restrictive covenants are as follows, to-wit:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height. No lot shall be further subdivided to make another lot.
2. No building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, as to location with respect to topography and finish grade elevations.
 - (A) No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building set-back line unless similarly approved, and in no case shall be greater than three and one half (3½) feet in height. Approval shall be provided in part (10) ten.
 - (B) No single story dwelling shall have a ground floor area less than 1700 square feet and no two story dwelling shall have a ground floor area less than 1200 square feet.
 - (C) No building shall be located nearer than 7.5 feet to a side yard line, the total side yard set-back (both sides) must be at least 15 feet. No building shall be located closer than 25 feet to the rear lot line.
 - (D) Each dwelling shall have at least a two car garage but open sided carports are specifically prohibited.
 - (E) Each dwelling shall be required to include an electric or gas incinerator and a garbage disposal unit in its initial construction.
3. No building shall be located on any lot nearer to the front line than the minimum building set-back lines shown on the recorded plat. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
4. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear fifteen (15) feet of each perimeter lot. There are strips of ground of widths as shown on this plat, which are hereby reserved for use of public and private utilities, for installation and maintenance of poles, wires, mains, ducts, drains and sewers subject at all times to the authority of the proper civil officers and to the easements herein reserved. No permanent or other structure shall be erected or maintained on said strips, but such owners shall take their titles subject to the rights of such public and private utilities and to the rights of owners of other lots in this subdivision, for ingress and egress in, along, across, and through the several strips so reserved. There are also strips of ground shown on this plat and marked Utility and Drainage Strips, and strips being reserved for utilities and for the channeling of the existing water flow. Certain strips of land designated as sanitary sewers on the accompanying plat are reserved for Community Sanitation Corporation, their successors and assigns for purposes of installing and maintaining sanitary sewers.

5. No noxious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 6. No structure of a temporary nature, or outbuilding of any kind not connected to the main residence, including, but not necessarily limited to any trailer, tent, basement, shack, garage, barn or other outbuildings, shall be constructed moved onto or used on any lot at any time, for any purpose.
 - (A) No trailer, boat, camping equipment, disabled motor vehicle or otherwise shall be stored, parked in any manner whatsoever in front of the house or dwellings erected on these lots and the residents shall make every effort to keep their yard and lot in an attractive manner and in such a condition that it shall not detract from the property value of the addition and the sole judge as to whether or not it is being so kept shall remain in the Architectural Control Committee, members of which are provided hereafter.
 7. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee the remaining members shall have full authority to designate a successor.
 - (A) This aforementioned Architectural Control Committee may be elected by the majority of the lot owners when the following steps have been taken: (1) Notice is served upon the Architectural Control Committee that an election has been requested, said notice being signed by fifty percent of the fee title owners of the lots in this subdivision. (2) Nominations for said committee must be made in writing to the Architectural Control Committee and said nominations must be signed by at least ten percent of the fee title owners, each lot having one vote, nominations will be closed after thirty days notice has been served upon the Architectural Control Committee. The election will then be held at the time and place selected by the Architectural Control Committee, ballots shall be cast in writing and one vote will be cast for each lot in the subdivision.
 - (B) All drives into these lots shall be hard surfaced and constructed in a manner befitting the other lots in the neighborhood. Said decision and judgement on construction and maintenance of these drives shall be under the control of the Architectural Control Committee.
 - . The Architectural Control Committee approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fail to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof; approval will not be required and the related covenants shall be deemed to have been fully complied with.
 - . No downspout shall be connected to or caused to discharge rainwater into any sanitary sewer.
-

DO V

COVENANTS

B-6/12

10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
13. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
14. No fence, wall, hedge or shrub planting which obstructs sight line at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line, and a line connecting them at points 25 feet from the intersection of the 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 on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
15. All swales, for drainage of lots, that are located on side lot lines and on rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the authorities who have jurisdiction.
16. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.
17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has them recorded, agreeing to change them in whole or in part.
18. 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.

- 19. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages without the necessity of proving actual damages and the right and authority to enforce these covenants and restrictions shall be reserved unto the Johnson County Plan Commission, Johnson County, Indiana, as well as all other persons owning property within this subdivision.
- 20. The above covenants are subject to all prevailing rules and regulations of the Johnson County Plan Commission, Johnson County, Indiana, its assigns and/or successors.

IN WITNESS WHEREOF, this indenture has been executed by the undersigned Gene A. Biehl, Henry Scheid and William F. VanHoy, Jr. for and in behalf of such ownership 7th day of NOVEMBER, 1977.

Gene Biehl
 GENE BIEHL
 STATE OF INDIANA)
 COUNTY OF JOHNSON) SS:

Henry Scheid
 HENRY SCHEID

William F. VanHoy Jr.
 WILLIAM F. VANHOY JR.

, the undersigned, a notary public, duly commissioned to take acknowledgements and administer oaths in the State of Indiana, certify that Gene A. Biehl, Henry Scheid and William F. VanHoy, Jr. personally appeared before me and acknowledged the execution of the foregoing indenture, as their duly authorized acts, this 7th day of NOVEMBER, 1977.
 My commission expires 6-17-1981

Maria M. Beltz
 MARIA M. BELTZ
 Notary Public

JOHNSON COUNTY PLAN COMMISSION

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly, State of Indiana, and all acts amendatory thereto, this plat was given approval by the Johnson County Plan Commission at a meeting held on the 10th day of March, 1977.

Martin Prince
 Martin Prince, Chairman

Floyd Estes
 Floyd Estes, Secretary

JOHNSON COUNTY COMMISSIONERS

Under authority provided by Chapter 47, Acts of 1951, enacted by the General Assembly, and all acts amendatory thereto, and an ordinance by the Board of County Commissioners of Johnson County, State of Indiana, this plat was given approval by the Board of County Commissioners at a meeting held on the 15th day of NOVEMBER, 1977.

Kedric Sturgeon
 Kedric Sturgeon

William R. Drake
 William R. Drake

Eugene L. Barger
 Eugene L. Barger

Approved by the Johnson County Drainage Board this 7th day of Feb, 1977.

Kedric Sturgeon
 Kedric Sturgeon

William R. Drake
 William R. Drake

Eugene L. Barger
 Eugene L. Barger

Entered for taxation this 7 day of November, 1977.

June M. Wood, June M. Wood, Auditor, Johnson County, Ind.

Received for record this 7th day of November, 1977 at 3:10 P.M.
 i recorded in plat book 9 page 7.

Erta Hongland
 Erta Hongland, Recorder
 Johnson County, Indiana.

THIS INSTRUMENT PREPARED BY ROBERT M. MURRAY