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## RESTRICTIVE COVENANTS

The undersigned, dens A. Bishl, Henry Scheid and William F. Vanhey, Jr., a partnership, owners of the actached described real estate, do hereby make, plat, auddivide; lay off and deficate said described real estate into locs and streets in accordance with the plat herebo actached, which addition shall be move as "El Borado If", Johnson County, Indiana, that the streets as shown in the attached plat are hereby dedicated to public use subject however, to the perpetual easements, as shown for ingress and agrass to the El Borado golf course, across and through the dedicated street right-of-way and that all of the lots convained in the above plat or any portion thereof shall be subject to the following reservations, which restriction shall be considered and hereby inclared to be covenants running with the land, which said reservictive covenants are as follows, to-wit:

- i. Vo lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to resain 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 exected, placed or altered on any lot until the construction plans 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, harvony of external design with existing structures, as to location with respect to topography and finish grade elevations.
- with respect to topgraphy and finish grade elevations.

  (A) No fence shall be created on those lots adjoining the golf course between the house and the golf course.

  (B) No fence or well shall be erected, piaced, or altered on any lot mearer to the street than the minimus building set-back line maless similarly approved, and in no case shall be greater than three and one half (1½) feer in height. Approval shall be provided in part (10) ten.

  (C) No single story dwelling shall have a ground floor area less than 1500 aquare feet and no two story dwelling shall have a ground floor area less than 1500 square feet.

  (I) No building shall he located mearer than 10 feet to a side yard line, the total side yard net-back (both sides) must be at least 25 feet. No building shall be located closer than 25 feet to the rear lot line.

  (E) Each dwelling shall have at least a two car garage but open sided carports are specifically prohibited.

  (F) Each dwelling shall be required to include an electric or gas incinerator and a garbage disposel whit in its initial conservation.

- i. 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, saves, 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 engreach upon another lot.
- to permit any portion of a building on a lot to emproach upon another lot.

  Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear lifeteen (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, duete, drains and sawers subject at all times to the authority of the proper civil officers and to the casements herein reserved. No permanent or other attructure 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, said strips believed Certain strips of land designated as sanitary severs on the accompanying plat are reserved for Community Sanitation Corporation, their successoriand assigns for purposes of Installing and maintaining sanitary severs.

  No nexhous or offensive activity shall be carried on upon any lot. Nor shall
- No nexious or offensive activity shall be carried on upon any lot. Nor shall anything be done thereon which may be or may become an anneyance or unisance the neighborhood.
- 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, bare or other outbuilding, shall be constructed, moved onto or used on any lot at any time, for any purpose.
- meved onto or used on any ict at any time, for any purpose.

  (A) No trailer, boat, camping equipment, disabled motor wehicle or otherwise shall be stored, parked in any manner whatsever in front of the bluss or dvelings erected on these lots and the residents shall make every effort to keep their yard and for in an attractive manner and is such a condition that it shall not detract from the property value of the addition and the sole judge as to whather or not it is being so kept shall theain in the Arthitectural Control Committee, members of which are provided hereafter.

  The Architectural Costrol Committee is composed of three numbers, 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 whall have full authority to designate's successor.

- the remaining members shall have full authority to designate a successor.

  (A) This aforementioned Architectural Central Committee may be slatted by the majority of the lot owners when the following steps have been caken; (1) Notice is served upon the Architectural Control Committee that an election has been requested, said notice being signed by fifty percent of the feetitle owners of the lets in this subdivision. (2) Nonikations Yor said committee must be made in writing to the Architectural Control Committee an said nominations must be signed by at least ten percent of the fee title owners, each lot having one vite, 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 ablented by the Architectural Control Committee, ballots shall be cast in writing and one vote will be cast for each lot in the subdivision.

  (8) All drives into these lots shall be hard surfaced and constructed is a manus befitting the other lots in the neighborhood. Said decision and judgement construction and maintenhence of these drives hall be under the control of the Architectural Control Committee.

  The Architectural Control Committee supercyal or diffusorwal as required in these the Architectural Control Committee approxyal or diffusorwal as required in these

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 with not be required and the related covenants shall be desmed to have been fully complied with.

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- No dewespout shall be connected to or caused to discharge rainwater into sanitary sever.
- No sign of any kind shall be displayed to the public view on any lot ext one professional sign of not whose them one aguars foot, one sign of not than five aguars foot, one sign of not than five aguars feet advertising the property for sale or rout, or sign used by a builder to advertise the property during the construction and sales period.
- No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any lot, hor oil wells, tanks, tunnels, mineral extentions or shafts be permitted upon in any lot. No derrick or other structure designed for use in boring oil or extural gas shall be erected, maintained, or permitted upon any is
- No animals, livescock, or poultry of any kind shall be raised, bred, or len any lot, except that dogs, cats or other household pets may be kept of vided that they are not kept, bred, or maintained for any commercial purp
- No lot shall be used or maintained as a dumping ground for rubbish, trash garbage. Other waste shall not be kept, except in sanitary containers. incinerators or other equipment for the storage or disposal of such mater shall be kept in a clean and sanitary condition.
- shall be kept in a clean and sanitary condition.

  No fence, well, hedge or shrub planting which obstructs eight line at eletions between two and six feet above readways shall be placed or permitte remain on any corner low within the triangular area formed by the street erty line, and a line commetting them at points 25 feet from the intersect of the street lines, or in the case of a rounded property cornor from the intersection of the breat lines extended. The same sight line limitation shall apply on any low within 10 feet from the intersection of a street party line with the edge of a driveway or alley parament. No tree shall opermitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.
- All swales, for drainage of lots, that are located on side lot lines and or rear lot lines shall be preserved and not obstructed in accordance with a general drainage plan on file with the authorities who have jurisdiction.
- Any field tile or under ground drain which is encountered in construction any improvement within this subdivision shall be perpetuated, and all owne of lots in this subdivision and their successors shall comply with the Ind Drainage Code of 1965, and all amendments thorsto.
- These coverants are to run with the land and shall be binding on all parti and all persons claiming under these for a period of 25 years from the date these covenants are recorded. After which these said covenants shall be au matically extended for successive periods of ten years unless an instrumen signed by a majority of the then owners of the lots has them recorded, agr to change them in whole or in part.
- Invalidation of any one of these covenants by judgement or court order sha in no wise affect any of the other provisions which shall remain in full f and effect.
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  Enforcement shall be by proceedings at law or in equity against any person persons violating or attempting to violate any covenant either to restrain violation or to recover damages without the necessity of proving actual da and the right and authority to enforce these covenants and restrictions sho by reserved unto the Johnson County Plan Commission, Johnson County, India as well as all other persons owning property within this subdivision.
- The above covenants are subject to all the provailing rules and regulation the Johnson County Plan Commission, Johnson County, Indiana, its assigns as

or successors.			-	
IN WITHESS WHERKUP, this is Biehl, Henry Scheid, and Windows day of	illiam F. VanHoy, Jr	. for and in	undersigned, Gen behalf of such ow 1976.	s A
GENE A. BIEHL	HELL SCHE	esid .	Caplley Folk	
STATE OF INGLANA ) SS: COUNTY OF JOHNSON)	:		WILLIAM F. VANHO	
I, the undersigned, a nota: administer on the in the Ste and William F. Vanhoy, Jr. tion of the foregoing index	ite of Indiana; cert personally appeared iture; as their duly 1978;	ify that Gene before me and authorised Ad	A. Richl, Henry is acknowledged the ta, this acknowledged the	Sch of
My Commission expires	2-3-77		A. Bull	_
Under authority provided by Assembly, State of Indiana, by the Board of County Count given approval by the Count	and all acts amend- sissingers of the Co-	story thereto unty of Johnso	and an ordinance	Bde
Approved by the Johnson Cou	nty Plan Commission	at a meeting	held on the 💃	da)
Marin Minne	,	Flored &	sto	
MARLIN PRINCE, CHATRMAN		FIGURY ESTE	VH LONGINGS 2	

Under authority provided by Chapter 47, Acts of 1951, of the General Assembly, 5 of Indiana, this plat was given approval by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 2 day of metal. 197

Lie Land Maurice Mocarty Reprint Sturgers

OLEN SANBERS MAURICE MCCARTY REPRICE STURGERS Approved by the Johnson County Brainage Board this 15 day of Tachen,

The States Maintain Action States of Salari Salari States of Salari Salari States of Sala GLEN SARDERS MAURICE MCCARTY io. 014947 received for record this 20 day of Many file d Entered for taxation this 20 day of 1784 Mary Etta Hougland, Recorder Johnson County, Indiana

THIS INSTRUMENT PREPARED BY ROBERT M. MURRAY