RESTRICTIVE COVENANTS

The undersigned, Gene A. Biel, Henry Scheld and William F. Vanhuy, Jr., a partnership, owners of the attached described real estate, hereby make, execute and deliver, and record, as follows, this Declaration of Restrictions, Covenants and Conditions, and all streets in accordance with the plat hereon attached, which addition shall be known as "El Dorado," Johnson County, Indiana, and hereby declare that the said plat and all streets in accordance with the plat hereon attached are hereby dedicated to public use subject however, to the said covenants, as above for ingress and egress to the El Dorado golf course, across and through the dedicated street right-of-way and that all of the lots contained in the above platter any and on the said plat or on the said streets in accordance with the restrictions hereinafter prescribed, which restrictions shall be considered and hereby declared to be covenants running with the land and if restrictive covenants are not observed, the same shall be enforced to the full extent of law.

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 described 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 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, harmony of external design and attractiveness, for accompanying with respect to topography and finish grade elevations.

3. No fence shall be erected on those lots adjoining the golf course between the house and the golf course.

4. Any building, fence, wall, hedge, or rockery shall not be placed, altered, or moved 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 (3 1/2) feet from the street line.

5. No structure shall be erected on any lot to have a ground floor area less than 1500 square feet and one and one half story, that shall have a ground floor area of less than 750 square feet and one story, that shall have a ground floor area of less than 500 square feet.

6. No building shall be located nearer than 10 feet to a side yard line, the minimum building setback line at the rear line. No building shall be located closer than 25 feet to the rear line lot.

7. Each dwelling shall have at least a two car garage but open sided carpenters' garages are not to exceed 400 square feet.

8. Each dwelling shall be required to include an electric or gas incinerator and a garbage disposal unit in kitchen.

9. No building shall be located on any lot nearer to the front line than the minimum building set-back line unless similarly approved, and in no case shall be greater than three and one half (3 1/2) feet from the street line.

10. Easements for installation and maintenance of utilities and drainage facilities shall be the responsibility of each owner.

11. No structure shall be erected on any lot unless it is in accordance with the specifications as prescribed by the Architectural Control Committee.

12. No tree, bush, or shrub shall be permitted to block the view of the street or driveway, entrance to the street, or entrance to the lot.

13. All alleys, for drainage of lots, that are located on side line lots and on rear lot lines shall be preserved and not obstructed in accordance with general drainage plan and file with the authorities who have jurisdiction.

14. Any field tile or under ground drain which is encountered in construction shall be removed from the property and replaced by tile or pipe, all of lots in this subdivision and their successors shall comply with the Indiana model drain code as installed, extended and amended from time to time.

15. These covenants are to run with the land and shall be binding on parcel and parcel claiming under them for a period of 25 years from the date these covenants are recorded. These covenants shall be extended for successive periods of ten years unless an instrument signed by the property of the then recorded owner can be found, to change them in whole or in part.

16. In the event of damage or destruction of any of the covenants by judgment or court order, all of the specifications of the same shall be approved by the Board of County Commissioners of Johnson County, Indiana, and as well as all other persons owning property within this subdivision.

17. The above covenants are subject to the prevailing Indiana covenants of the Johnson County Plan Commission, Johnson County, Indiana, its issues and assignments.

IN WITNESS WHEREOF, this indorsement has been executed by the undersigned, Gene A. Biel, Henry Scheld, and William F. Vanhuy, Jr. for and on behalf of such owners.

GEO. A. BIEL
HENRY SCHELD
WILLIAM F. VANHUY

STATE OF INDIANA

COUNTY OF JOHNSON

I, the undersigned, a notary public, duly commissioned in the State of Indiana, certify that Gene A. Biel, Henry Scheld and William F. Vanhuy, Jr. personally appeared before me and acknowledged, the execution of the foregoing instrument, as their duly authorized acts, this 28th day of May, 1978.

My Commission expires: 27-JUN-1983

Marvin Prince, Chairman

Floyd Estates, Secretary

Under authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly, State of Indiana, and all acts amendatory thereof and an ordinance adopted by the Board of County Commissioners of Johnson County, Indiana, this plat has been given approval by the Board of County Commissioners of Johnson County as follows:

Approved by the Johnson County Plan Commission at a meeting held on the 24th day of May, 1978.

Marvin Prince
Chairman

Floyd Estates
Secretary

Under authority provided by Chapter 47, Acts of 1931, of the General Assembly, State of Indiana, and all acts amendatory thereof, and an ordinance adopted by the Board of County Commissioners of Johnson County, Indiana, at a meeting held on the 21st day of May, 1978.

Marvin Prince
Chairman

Floyd Estates
Secretary

Approved by the Johnson County Drainage Board this 22nd day of May, 1978.

Marvin S. Starkey

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