

Filed and recorded this 10th day of August, A.D. 1961 at 1:56 o'clock P.M.

SHOW CAUSE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that we, Sidney M. Burman and Mary Lou Burman, husband and wife, being the owners of the hereinafter described real estate do hereby make and establish the following restrictive covenants, which shall cover the following described real estate, all situated in the County of Adams and State of Illinois, to-wit:

Colonial Court a subdivision of part of the North Half of the Southeast Quarter of Section thirty-one (31), in Town-ship one (1) South of the Base Line, Range eight (8) West of the Fourth Principal Meridian, situated in the County of Adams and State of Illinois, being more particularly bounded and described as follows, to-wit:

Beginning at a point on the East Line of said Southeast Quarter of said Section thirty-one (31) Eight Hundred Ninety and Five tenths (812.5) feet South of the North- East corner thereof, thence West three Hundred Seventy- three and four tenths (373.4) feet, thence South four Hundred Seventy- four and seven tenths (474.7) feet and thence North four Hundred seventy-two (472.0) feet to the place of beginning, containing four and four one hundred-thths (4.04) acres, more or less, all situated in the County of Adams and State of Illinois.

These covenants shall take effect immediately upon the recording hereof and shall apply immediately to all of the above described real estate, except as hereinafter provided.

These covenants shall run with the land and shall be binding upon all the parties and persons claiming under them until January 1, 1971, A.D. at which time said covenants shall be automatically extended for successive periods of five (5) years unless by agreement of the then owners of the above described real estate or the several lots and parcels thereof it is agreed to change said covenants in whole or in part. In determining the majority of the then owners, each and every owner of a lot or parcel of real estate shall have an equal right.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning any lot or parcel of said real estate to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant either to prevent him or them from so doing or to recover damages for such violation or violations.

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The invalidation of any one of these covenants by judgment or order of any court of record shall in no wise affect any of the other provisions or covenants herein contained.

All platted lots shall be known as residential lots and all buildings constructed thereon are to be used for residential purposes only and there shall be no more than one residence built on each lot except that said lots may be redivided so as to increase the size of any lot or decrease the size of any lot, but no lot shall be decreased in size to less than the average square feet contained in said residential lots, except that said lots may be used for public schools, elementary and high schools, and educational institutions having a curriculum the same as ordinarily given in public schools and for purposes incidental thereto including the erection and maintenance of buildings and playground facilities.

LAND USED AND BUILDING TYPE. No lot shall be used for other than residential purposes, except as heretofore provided. No buildings shall be erected or placed on any lot other than one detached single-family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars, nor shall any pre-fabricated or flat roofed building be located on any lot, nor shall any buildings be erected with other than brick, stone or weatherboard siding.

All dwellings and garages must be completed and have at least two (2) coats of paint within one year from date of beginning construction.

No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line and no more than four (4) feet in height.

DWELLING QUALITY AND SIZE. No dwelling shall be placed on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded. In being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. At the minimum cost stated herein for the minimum permitted dwelling size.

No dwelling shall contain floor space, excluding porches, breezeways, garages and driveways, of any, or less than one thousand (1000) square feet.

BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum setback lines shown on the recorded plat. No dwelling shall be located nearer than five (5) feet to an intersection of streets. No dwelling or building shall be located on any portion of a corner other than the rear lot line, nor the side line of a flag covenant unless a garage and open parking shall not be considered as a part of a building.

PLANNING. Reservations for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Reservations reserved on the recorded plat for the purpose whatsoever shall remain as permanent easements to the benefit of all parcels owning lots or parcels of land in said above described tract of real estate and no permanent building or structures shall be erected on said easements.

ADVERTISING. No markings or offensive applicty 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.

TEMPORARY STRUCTURES. No structure of a temporary character, trailer, pavement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

SIGNS. 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.

OIL AND MINING OPERATIONS. 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.

LIVESTOCK AND POULTRY. 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 not to exceed two (2) per family may be kept provided that they are not kept, bred or maintained for any commercial purpose.

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or 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.

SEWERAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of State of Illinois, Department of Public Health. Approval of such system as installed shall be obtained from such authority.

SIGN DISTANCE AT INTERSECTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street properly lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded properly corner from the intersection of the street properly lines extended. The same sightline limitations shall apply on any lot within 10 feet from the intersection of a street properly line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

WITNESSETH:

In Witness Whereof, the said Sidney M. Burnham and WARY LOU BURNHAM, owners of said tract, have caused these presents to be executed and their seal hereto affixed this 15 day of AUGUST 1961.

Sidney M. Burnham (SEAL)

Wary Lou Burnham (SEAL)

STATE OF INDIANA)
COUNTY OF ELKHART)

William Winters B. NOTARY PUBLIC

AM and FOR SAID COUNTY in the State aforesaid, do hereby certify that Sidney M. Burnham and Wary Lou Burnham, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed said and delivered the said instrument of their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 15 day of AUGUST A.D. 1961.

William Winters
Notary Public
My Commission Expires 12/31/62