KNOW ALL MEN BY THESE PRESENTS: THAT YEAGER CONTRACTING COMPANY, INC., AN INDIANA CORPORATION, BEING THE [illegible] OF SHELBY COUNTY, INDIANA, TO WIT:

PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 12 NORTH, RANGE 6 EAST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT THAT IS 615.18 FEET SOUTH OF AND 310.04 FEET WEST OF THE NORTHEAST CORNER OF THE SAID QUARTER SECTION, SAID POINT BEING IN THE CENTER LINE OF A COUNTY DITCH [illegible] THENCE SOUTH 88 DEGREES 43 MINUTES 51 SECONDS WEST ON AND ALONG THE SAID CENTER LINE 92.68 FEET; THENCE SOUTH 00 DEGREES 48 MINUTES 40 SECONDS EAST ON AND ALONG THE SAID CENTER LINE 198.11 FEET TO AN EXTENSION OF AN EXISTING FENCE LINE; THENCE SOUTH 87 DEGREES 43 MINUTES 24 SECONDS WEST ON AND ALONG THE SAID FENCE LINE 237.00 FEET; THENCE [illegible] FEET TO A FENCE CORNER; THENCE SOUTH 89 DEGREES 53 MINUTES 07 SECONDS WEST ON AND ALONG AN EXISTING FENCE LINE 1003.91 FEET TO A FENCE CORNER; THENCE NORTH 00 DEGREES 35 MINUTES [illegible] SECONDS EAST 1140.83 FEET TO THE CENTER LINE OF SMITHLAND ROAD; THENCE NORTH 38 DEGREES 46 MINUTES 10 SECONDS EAST ON AND ALONG THE SAID CENTER LINE 1140.00 FEET; THENCE SOUTH 51 DEGREES 14 MINUTES 04 SECONDS EAST 400.00 FEET; THENCE NORTH 61 DEGREES 38 MINUTES 45 SECONDS EAST 484.29 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 28 SECONDS WEST 500.22 FEET TO THE PLACE OF BEGINNING, CONTAINING 20.387 ACRES, MORE OR LESS, SUBJECT TO ALL LEGAL RIGHTS-OF-WAY AND EASEMENTS.

HEREBY SUBDIVIDED SAID REAL ESTATE INTO LOTS AND STREETS IN ACCORDANCE WITH THE PLAT ATTACHED HERETO AS AN ADDITION TO BE KNOW AS "CANTERBURY". THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO PUBLIC USE, AND ALL OF THE LOTS CONTAINED IN SUCH PLAT OR ANY PORTION THEREOF SHALL BE SUBJECT TO THE FOLLOWING RESTRICTIONS:

1. No LOT SHALL BE USED EXCEPT FOR RESIDENTIAL PURPOSES AND NO BUILDING SHALL BE ERECTED, ALTERED, OR PLACED ON ANY LOT, OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING NOT TO EXCEED TWO STORIES IN HEIGHT AND A PRIVATE ONE AND ONE HALF (1½) CAR GARAGE.

2. No DWELLING SHALL BE PERMITTED ON ANY LOT UNLESS THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE STORY OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 1000 SQUARE FEET FOR A ONE STORY DWELLING NOR LESS THAN 725 SQUARE FEET FOR A DWELLING OF MORE THAN ONE STORY WITH A FINISHED FLOOR AREA OF 1000 SQUARE FEET USABLE LIVING AREA.

3. No BUILDING SHALL BE LOCATED ON ANY LOT NEARER TO THE FRONT LOT LINE OR NEARER TO THE SIDE STREET LINE THAN THE MINIMUM BUILDING SET BACK LINES SHOWN ON THE RECORDED PLAT. IN ANY EVENT, NO BUILDING SHALL BE LOCATED ON ANY LOT NEARER THAN 35 FEET TO THE FRONT LOT LINE, OR NEARER THAN 25 FEET TO ANY SIDE STREET LINE. NO BUILDING SHALL BE LOCATED NEARER THAN 5 FEET TO AN INTERIOR LOT LINE, EXCEPT THAT A TOTAL OF 10 FEET SHALL BE REQUIRED AS THE SUM OF BOTH SIDE YARD LINES. NO DWELLING SHALL BE LOCATED ON ANY REAR LOT NEARER THAN 25 FEET TO THE REAR LOT LINE. 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 TO ENCROACH UPON ANOTHER LOT.

4. No DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT HAVING A WIDTH OF LESS THAN THAT SHOWN ON THE RECORDED PLAT, NOR SHALL ANY DWELLING BE ERECTED OR PLACED ON ANY LOT HAVING AN AREA OF LESS THAN THAT SHOWN ON THE RECORDED PLAT. NO DWELLING SHALL BE ERECTED OR PLACED ON ANY LOT UNLESS THE EXTERIOR FACING IS COMPRISED OF AT LEAST FIFTY PERCENT (50%) MASONRY.

5. EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES ARE RESERVED, AS SHOWN ON THE RECORDED PLAT AS "UTILITY AND DRAINAGE STRIPS".

6. No NOXIOUS OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE UPON ANY LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

7. No STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN OR OTHER OUT-BUILDING SHALL BE USED ON ANY LOT AT ANY TIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY.

8. No SUMP OR FOOTING DRAIN SHALL BE CONNECTED TO OR CAUSED TO DISCHARGE RAINWATER INTO ANY SANITARY SEWER.

9. AT NO TIME SHALL ANY UNLICENSED, INOPERATIVE AUTOMOBILE OR TRUCK BE PERMITTED ON ANY LOT.

10. No SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT, EXCEPT FOR ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE SQUARE FOOT, ONE SIGN OF NOT MORE THAN SIX 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 BOAT, TRAILER, OR MOBILE LIVING FACILITY SHALL BE PARKED OR STORED ON ANY LOT EXCEPT BEHIND THE BUILDING SETBACK LINE.

12. No OIL WELLING, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRING 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 ON ANY LOT.

13. 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 THEY ARE NOT KEPT, BRED, OR MAINTAINED FOR ANY COMMERCIAL PURPOSES.

14. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH OR GARBAGE. WASTE MATTER OR MATERIALS SHALL BE KEPT ONLY IN SANITARY CONTAINERS AND ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIAL SHALL BE KEPT IN A CLEAN AND SANITARY CONDITION.

15. 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 LINES AND A LINE CONNECTING AT POINTS IN FEET FROM THE INTERSECTION OF THE STREET PROPERTY LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED. THE SAME SIGHT LINE LIMITATION 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.

16. No CORNER PLANTING OR HEDGE MORE THAN 36 INCHES HIGH, NOR ANY FENCE SHALL BE PERMITTED ON SIDE LOT LINES BETWEEN THE FRONT LOT LINE AND THE BUILDING SETBACK LINE.

17. 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 CITY OF SHELBYVILLE, INDIANA.

18. 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.

19. OBSTRUCTIONS SHALL NOT BE PLACED IN, NOR BE PERMITTED TO REMAIN IN AREAS DESIGNATED AS DRAINAGE EASEMENTS. THESE AREAS SHALL BE PRESERVED AND MAINTAINED AS PERMANENT DRAINAGE EASEMENTS, AS SHOWN ON THE GENERAL DEVELOPMENT PLAN, ON FILE WITH THE SHELBYVILLE PLAN COMMISSION.

THESE RESTRICTIONS ARE HEREBY DECLARED TO BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES, AND ON ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 25 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED, AFTER WHICH TIME SUCH 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 IN THE PLAT IS RECORDED, AGREEING TO THE ALTERATION OF SUCH COVENANTS, IN WHOLE OR IN PART.

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

THESE COVENANTS MAY BE ENFORCED BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST ANY PERSON VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATION, TO RECOVER DAMAGES, OR BOTH.

IN WITNESS WHEREOF, THIS INDENTURE HAS BEEN EXECUTED BY THE UNDERSIGNED OFFICERS OF YEAGER CONTRACTING COMPANY, INC., FOR AND IN BEHALF OF SUCH CORPORATION, THIS 24 DAY OF MARCH, 1972.

YEAGER CONTRACTING COMPANY, INC., BY:

Robert K. Yeager
ROBERT K. YEAGER, PRESIDENT

ATTEST:

Virginia M. Yeager
VIRGINIA M. YEAGER, ASSISTANT SECRETARY