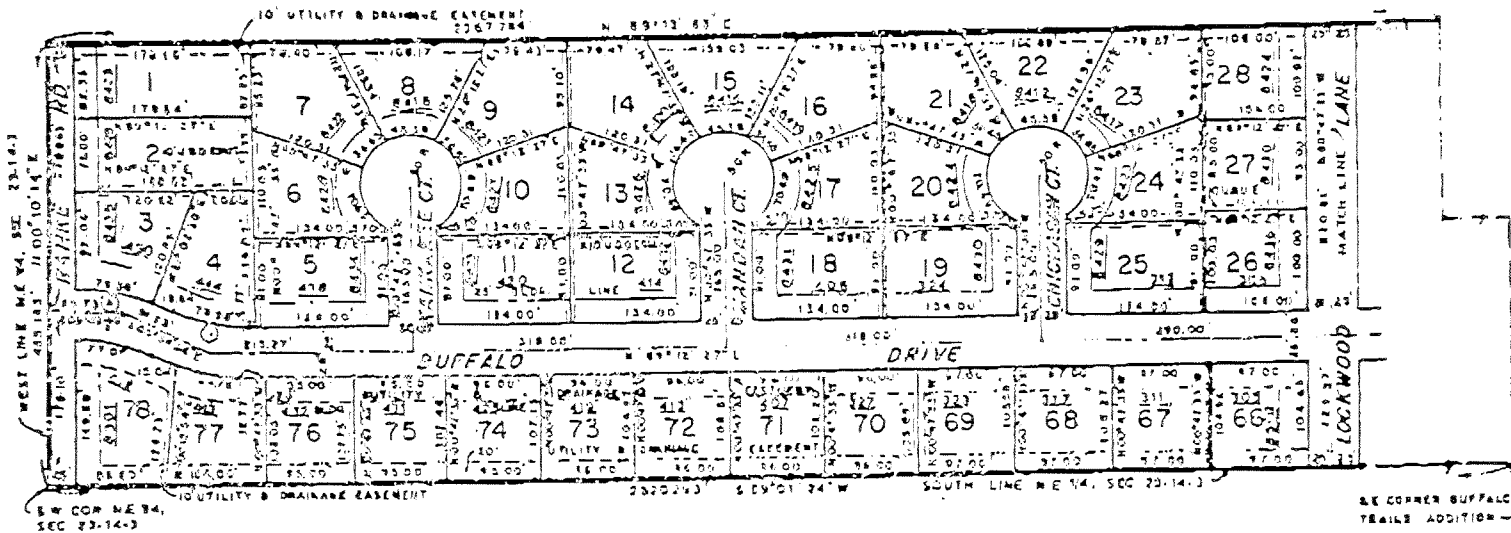


BUFFALO TRAILS ADDITION
INSTRUMENT #72-36405
RECORDED JUNE 27, 1972
RESTRICTIONS

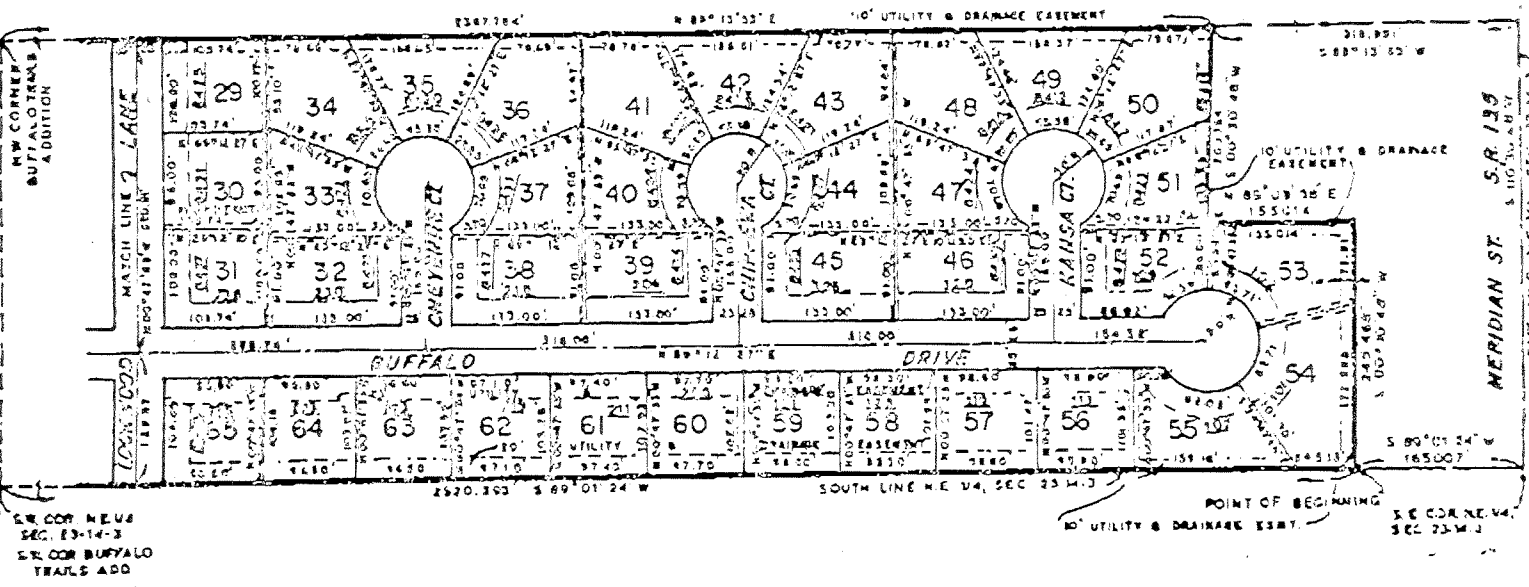
- A. The streets, if not heretofore dedicated, are hereby dedicated to the public.
- B. There are strips of ground 5, 10, 20 & 25 feet in width as shown on this plat and marked utility and drainage easement which are hereby reserved for the use of public utilities not including transportation companies, for the installations and maintenance of poles, mains, drains, lines and wires, subject at all times to the proper authorities and to the easements herein granted and reserved. No permanent structures are to be erected or maintained upon said utility easements. Owners of lots in this subdivision shall take title subject to the rights of the public utilities, said rights also including the right of ingress and egress, in, along, across and through said utility easements, and to the rights of owners of the other lots in this addition.
- C. Building set-back lines are hereby established on this plat, between which lines and the property lines of the streets, shall be erected or maintained no building or structure.
- D. That no single family residences shall be constructed within the boundaries of the real estate which shall have a ground floor area of less than twelve hundred (1200) square feet if a one story structure or less than nine hundred (900) square feet if two stories; provided, however, that no residence shall be constructed on any lot within the boundaries of the real estate with a total floor area of less than fifteen hundred (1500) square feet, where such lot and residence abut immediately any platted lot in Hill Valley Estates or are separated from any such platted lot only by the width of a dedicated street or thoroughfare:
- E. That no residence shall be constructed within the boundaries of the real estate which shall have an original sales price, including the lot, of less than TWENTY-SEVEN THOUSAND NINE HUNDRED DOLLARS (\$27,900.00).
- F. That no double or multi-family residence shall be constructed within the boundaries of the real estate so classified.
- G. That all residences constructed within the boundaries of the real estate shall have a minimum of seventy-five percent (75%) masonry on all exterior walls, exclusive of porches and garages.
- H. That all residences constructed within the boundaries of the real estates shall have two car garages attached to the said residences and all driveways shall be completely surfaced with either asphalt or concrete.
- I. No hotel building, boarding house, mercantile or factory building or buildings of any kind for commercial use shall be erected or maintained on any lot in this subdivision.
- J. No trailers, shacks or outhouses of any kind shall be erected or situated on any lot herein, except that for use by the builder during the construction of a proper structure.
- K. No farm animals, fowls, or domestic animal for commercial purpose shall be kept or permitted on any lot or lots in this subdivision.
- L. No noxious unlawful, or otherwise offensive activity shall be carried out on any lot in this subdivision, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- M. No fence shall be erected on or along any lot line nor on any lot, the purpose or result of which will be to obstruct reasonable vision, light or air, and all fences shall be kept in good repair and erected reasonably so as to enclose the property and decorate the same without hinderance or obstruction to any other property. No fence shall be erected between the front property lines and the building setback line other than a fence of a decorative nature not exceeding three (3) feet six (6) inches in height.
- N. No private, or semi-private water supply and/or sewage disposal system may be located upon any lot in this subdivision, which is not in compliance with regulations or procedure as provided by the Indiana State Board of Health or other civil authority having jurisdiction. No septic tank, absorption field, or any other method of sewage disposal shall be located or constructed on any lot or lots herein except as approved by said health authority.
- O. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved as to the conformity and harmony of external design with existing structures herein and as to the building with respect to topography and finished ground elevation, by a committee composed of the undersigned owners of the herein described real estate, or by their duly authorized representatives. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. If the committee fails to act upon any plans submitted to it for its approval within a period of fifteen (15) days from the submission date of the same, the owner may proceed then with the building according to the plans as approved. Neither the committee members nor the designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.
- P. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so, or to recover damage or other dues for such violation.
- Q. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, 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 points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. 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.
- R. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them until Jan. 1, 1992 at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of a majority of the then owners of the lots in this subdivision, it is agreed to change said covenant in whole or in part. Right of enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns.
- S. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

BUFFALO TRAILS ADDITION

INSTRUMENT NO. 72-36405



NOTE: ALL BUILDING LINES



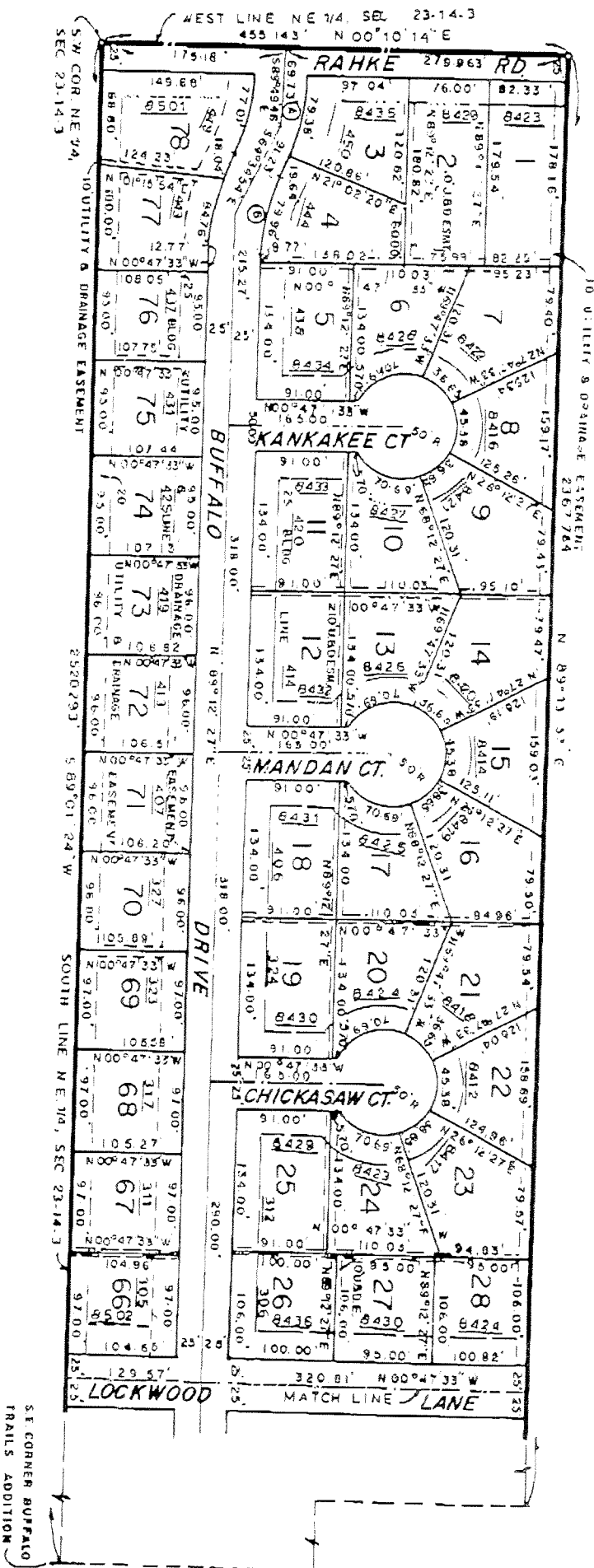
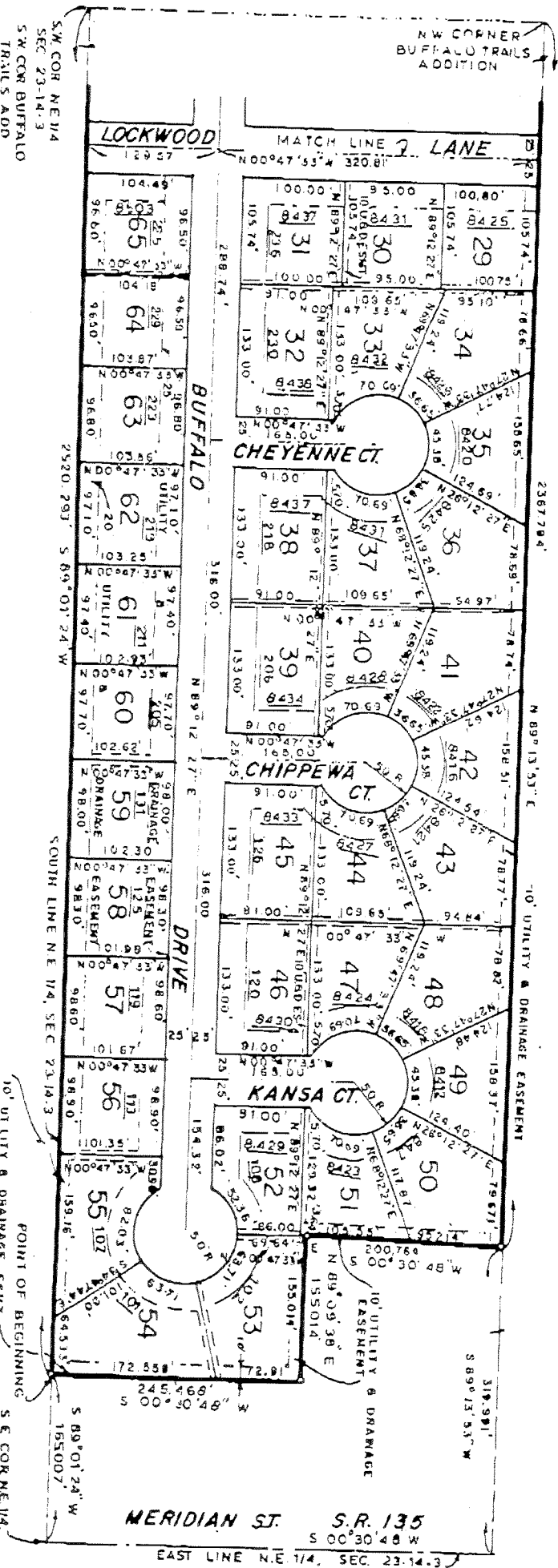
NOTE:

ALL BUILDING LINES SHOWN HEREON ARE 25' FROM THE STREET RIGHT-OF-WAY LINE.
 ALL EASEMENTS SHOWN HEREON ARE UTILITY AND DRAINAGE EASEMENTS AND ARE 10 FEET IN WIDTH, 5 FEET ON EITHER SIDE OF THE APPROPRIATE PROPERTY LINE, UNLESS OTHERWISE INDICATED
 ALL PROPERTY CORNERS AT STREET INTERSECTIONS ARE ROUNDED OFF BY 10' RADII. HOWEVER, DIMENSIONS SHOWN ARE TO P.I. OF CURVE.



PIONEER NATIONAL TITLE INSURANCE COMPANY

BUFFALO TRAILS ADDITION
INSTRUMENT NO. 72-36405



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CROSS REFERENCE

CROSS REFERENCE

July 29, 1975

AGREEMENT PERTAINING TO THE ENFORCEMENT OF CERTAIN RESTRICTIVE COVENANTS IN THE PLAT OF BUFFALO TRAILS ADDITION

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This Agreement executed this ____ day of July, 1975, by and between the undersigned owners of the fee simple title to all of the lots in Buffalo Trails Addition, an addition to the City of Indianapolis, Indiana, and by the Metropolitan Development Commission of Marion County, Indiana.

RECEIVED FOR RECORD PREVIOUS BYRD RECORDING SERVICE CO. JUL 15 12 06 PM '75

W I T N E S S E T H :

WHEREAS, the plat of Buffalo Trails Addition, an addition to the City of Indianapolis, Indiana, consisting of seventy-eight (78) single family residential lots, which was recorded on the 27th day of June, 1972, as Instrument No. 72-36405 in the Office of the Recorder of Marion County, Indiana, contains a certain covenant with respect to the amount of masonry material to be required upon the exterior walls of all residences constructed within the said addition, and

WHEREAS, the undersigned persons and Convenient Industries of America, Inc., a Kentucky Corporation, own all of the lots in the said addition, and;

WHEREAS, some of the residences constructed in the said addition do not comply with the requirements of the aforesaid covenant, when such is interpreted literally, and the undersigned owners are desirous of clarifying the requirements of the said covenant as those requirements shall be applied to their properties, and in the future to all residences constructed in the addition, and

WHEREAS, the undersigned owners and the Metropolitan Development Commission of Marion County, Indiana, which has mutual authority to enforce the aforementioned covenants, have

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agreed that, in lieu of replatting the addition or formally vacating the covenant referred to herein, they shall enter into this agreement not to enforce the said covenant as literally interpreted, which agreement shall be placed of record and thus serve as notice to all interested parties of the contents hereof.

NOW, THEREFORE, in consideration of the promises, agreements and mutual covenants contained herein, and of these premises, the parties agree as follows:

1. That with the exception of the Metropolitan Development Commission of Marion County, Indiana, the parties hereto are the owners of all of the lots in Buffalo Trails Addition, an addition to the City of Indianapolis, Indiana, the plat of which was recorded June 2nd 1972, as Instrument No. 72-36405 in the Office of the Recorder of Marion County, Indiana.

2. That among the covenants contained in the said plat is the following:

"That all residences constructed within the boundaries of the real estate shall have a minimum of seventy-five percent (75%) masonry on all exterior walls and porches and etc.

3. That the said covenant has been interpreted by the parties to require seventy-five percent (75%) masonry material on the exterior walls of the first story only of the residences constructed within the boundaries of the platted real estate, and the parties hereby covenant and agree that they, and each of them, shall hereafter and forever consider the said covenant to have application only to the first story of any residence now existing or which may be hereafter constructed within the boundaries of the said platted real estate, and shall take no action whatsoever to enforce any contrary interpretation of the said covenant.

4. It is further understood and agreed by all parties that this agreement shall be binding upon all parties, their grantees, personal representatives, and all persons claiming interest under or through any of them, and shall run with the land concurrently with the covenants of the said plat. This agreement shall be entered of record in the office of the Recorder of Marion County, Indiana, and thereby serve as notice to all subsequent purchasers of any of the lots in Buffalo Trails Addition that the covenant referred to herein shall hereafter be interpreted and enforced as provided in this agreement.

5. The parties further agree that the preambles to this agreement are hereby incorporated within the terms hereof and shall be a part of this agreement as though they were included within the numbered paragraphs hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date and year first above written

<u>LOT NUMBER</u>	<u>NAME</u>	<u>ADDRESS</u>
1, 5, 18, 19, 25, 77, 78	<u>Harold P. Acker</u> Harold P. Acker	P.O. Box 27185 Indianapolis, Indiana
	<u>Robmann M. Acker</u> Robmann M. Acker	P.O. Box 27185 Indianapolis, Indiana
69	<u>George A. Blazek</u> George A. Blazek	323 Buffalo Drive Indianapolis, Indiana
	<u>Mary Jo Blazek</u> Mary Jo Blazek	323 Buffalo Drive Indianapolis, Indiana
2	<u>Marion L. Pettijohn</u> Marion L. Pettijohn	8429 Rahke Road Indianapolis, Indiana
	<u>Frieda Pettijohn</u> Frieda Pettijohn	8429 Rahke Road Indianapolis, Indiana
3	<u>Maureen Haines</u> Maureen Haines	8435 Rahke Road Indianapolis, Indiana
	<u>Eileen Haines</u> Eileen Haines	8435 Rahke Road Indianapolis, Indiana

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LOT NUMBER

NAME

ADDRESS

4

Daniel M. Parlekooper
Daniel M. Parlekooper

444 Buffalo Drive
Indianapolis, Indiana

6

Constance L. Parlekooper
Constance L. Parlekooper

444 Buffalo Drive
Indianapolis, Indiana

8

Hug A. Thornburg
Hug A. Thornburg

8428 Kankakee Court
Indianapolis, Indiana

Jeannette Thornburg
Jeannette Thornburg

8428 Kankakee Court
Indianapolis, Indiana

11

Thomas D. Bailey
Thomas D. Bailey

8416 Kankakee Court
Indianapolis, Indiana

Janice T. Bailey
Janice T. Bailey

8416 Kankakee Court
Indianapolis, Indiana

27

William B. Powers
William B. Powers

420 Buffalo Drive
Indianapolis, Indiana

Susan J. Powers
Susan J. Powers

420 Buffalo Drive
Indianapolis, Indiana

28

James R. ...
James R. ...

8430 Lockwood Lane
Indianapolis, Indiana

Clara H. ...
Clara H. ...

8430 Lockwood Lane
Indianapolis, Indiana

29

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...

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30

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...

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...
...

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57

Harold K. Federman
Harold K. Federman

8431 Lockwood Lane
Indianapolis, Indiana

Mary K. Federman
Mary K. Federman

8431 Lockwood Lane
Indianapolis, Indiana

63

Michael L. Hulskotter
Michael L. Hulskotter

119 Buffalo Drive
Indianapolis, Indiana

Marilyn Hulskotter
Marilyn Hulskotter

119 Buffalo Drive
Indianapolis, Indiana

Charles E. Stephenson
Charles E. Stephenson

223 Buffalo Drive
Indianapolis, Indiana

Betty J. Stephenson
Betty J. Stephenson

223 Buffalo Drive
Indianapolis, Indiana

<u>LOT NUMBER</u>	<u>NAME</u>	<u>ADDRESS</u>
66	<u>Robert Mark Williams</u> Robert Mark Williams	8502 Lockwood Lane Indianapolis, Indiana
67	<u>William T. Schott</u> William T. Schott	311 Buffalo Drive Indianapolis, Indiana
	<u>Carolyn G. Schott</u> Carolyn G. Schott	311 Buffalo Drive Indianapolis, Indiana
68	<u>Calvin C. Linton</u> Calvin C. Linton	317 Buffalo Drive Indianapolis, Indiana
	<u>Bonnie Linton</u> Bonnie Linton	317 Buffalo Drive Indianapolis, Indiana
70	<u>Betty L. Maschger</u> Betty L. Maschger	327 Buffalo Drive Indianapolis, Indiana
71	<u>Larry S. Kisner</u> Larry S. Kisner	407 Buffalo Drive Indianapolis, Indiana
	<u>Kim Tran Kisner</u> Kim Tran Kisner	407 Buffalo Drive Indianapolis, Indiana
73	<u>Arthur R. Gibbs</u> Arthur R. Gibbs	419 Buffalo Drive Indianapolis, Indiana
	<u>Glenda G. Gibbs</u> Glenda G. Gibbs	419 Buffalo Drive Indianapolis, Indiana
74	<u>Donald E. Rosemeyer</u> Donald E. Rosemeyer	425 Buffalo Drive Indianapolis, Indiana
	<u>Bonnie L. Rosemeyer</u> Bonnie L. Rosemeyer	425 Buffalo Drive Indianapolis, Indiana
76	<u>Dina V. Kira</u> Dina V. Kira	437 Buffalo Drive Indianapolis, Indiana
72	<u>Charles Mitchell</u> Charles Mitchell	413 Buffalo Drive Indianapolis, Indiana

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared HAROLD P. ACKER and ROSEANN M. ACKER, known by me to be the owners of Lot Numbers 1, 5, 18, 19, 25, 77 and 78 in Buffalo Trails Addition, and acknowledged execution of the foregoing Agreement, and state that the representations therein contained are true and correct.

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STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

Before me, a Notary Public in and for said County and State, personally appeared R. J. Stewart and John Elsdon, known by me to be the Vice President and Secretary, respectively, of Convenient Industries of America, Inc., the owner of Lot Numbers 7, 9, 10, 12 thru 17, 19 thru 24, 26, 31 thru 56, 58 thru 62, 64, 65 and 75 in Buffalo Trails Addition, and acknowledged execution of the foregoing Agreement, and stated that the representations therein contained are true and correct.

WITNESS my hand and notarial seal this 18 day of August 1975.

My Commission Expires:

October 22

Merle J. Elwood
Notary Public

METROPOLITAN DEVELOPMENT COMMISSION
OF MARION COUNTY, INDIANA

Emma H. Kames

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Emma H. Kames known by me to be Secretary of the Metropolitan Development Commission of Marion County, Indiana, and acknowledged execution of the foregoing Agreement, and stated that the representations therein contained are true and correct.

WITNESS my hand and notarial seal this 24 day of April.

My Commission Expires:

August 22, 1979

Emma H. Kames
Notary Public

This instrument prepared by

MICHAEL J. KIAS
HAGGERTY, HAGGERTY & KIAS
3045 South Meridian Street
Indianapolis, Indiana 46217
(317) 786-2225

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