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 street easements which are hereby reserved for the use of the public utilities including transpor-
tation companies, for the installation 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 person, firm or corporation shall erect or maintain any said utility easements. Owners of lots in
this subdivision shall take title subject to the rights of the public utilities, and rights also in-
cluding 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
line of the streets, shall be erected or maintained no building or structure.
D. That no single family residence shall be the property and decorate the same without hindrance
which shall have a ground floor area of less than twelve hundred (1200) square feet or a two
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 which shall have
a ground floor area of less than fifteen hundred (1500) square feet, or a two story structure or
less than sixteen hundred (1600) square feet. Any lot of recreational area shall be separated from
any such plotted lot only by the width of a dedicated street or recreation area, and no such
lot shall be constructed within the boundaries of the real estate which shall have an original
sale price, including the lot, of less than TWENTY-SEVEN THOUSAND NINE HUNDRED DOLLARS ($27,900).
E. That no double or multi-family residence shall be constructed within the boundaries of the real
estate so classified.
F. That all residences constructed within the boundaries of the real estate shall have a minumum
of seventy-five percent (75%) masonry on all exterior walls, and that all residences shall be
fenced, placed or elevated on any lot herein except as for the construction of a garage or the
building of a garage attached to the said residences and all driveways shall be completely surfaced with either
asphalt or concrete.
G. No building, boathouse, landing, mercantile or factory building or buildings of any kind for
commericial purpose shall be erected or maintained on any lot in this subdivision.
H. No trailers, sheds or outbuildings of any kind shall be erected, placed or elevated on any lot herein,
except that for use by the builder during the construction of a proper structure.
I. No bicycle, dog, or other domestic animal for commercial purpose shall be kept or permitted on
any lot or lots in this subdivision.
J. No noisy unlawful, or otherwise offensive activity shall be carried out on any lot in this
subdivision to the annoyance or disturbance of any other person or persons.
K. 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 responsible vision, light or air, and all fences shall be kept in good
repair and erected reasonably so as to be not offensive to the public eye and not offensive or
obstructive 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.
L. 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.
M. No building shall be erected, placed or elevated on any lot herein except as for the construction
of a building plot in this subdivision until the building plans, specifications and plans plating showing the location of such building have been
approved by said health authority, the building department of the county in which the building is
located herein except as for the construction of a garage or the building of a garage attached to the
said residences and all driveways shall be completely surfaced with either asphalt or concrete.
N. No building shall be erected, placed or elevated on any lot herein except as for the construction
of a building plot in this subdivision until the building plans, specifications and plans plating showing the location of such building have been
approved by said health authority, the building department of the county in which the building is
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of a building plot in this subdivision until the building plans, specifications and plans plating showing the location of such building have been
approved by said health authority, the building department of the county in which the building is
located herein except as for the construction of a garage or the building of a garage attached to the
said residences and all driveways shall be completely surfaced with either asphalt or concrete.
P. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and
20 feet above the street, shall be placed or permitted 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 the street and such line shall be a minimum of twenty-five (25) feet from the street.
Q. No fence, wall, hedge or shrub planting which obstructs sight lines shall apply to any lot within 10 feet from the inter-
section of the street and such line shall be a minimum of twenty-five (25) feet from the street.
R. Any fence, wall, hedge or shrub planting which obstructs sight lines shall apply to any lot within 10 feet from the inter-
section of the street and such line shall be a minimum of twenty-five (25) feet from the street.
S. Any fence, wall, hedge or shrub planting which obstructs sight lines shall apply to any lot within 10 feet from the inter-
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Z. Any fence, wall, hedge or shrub planting which obstructs sight lines shall apply to any lot within 10 feet from the inter-
section of the street and such line shall be a minimum of twenty-five (25) feet from the street.
AGREEMENT PERTAINING TO THE ENFORCEMENT
OF CERTAIN RESTRICTIVE COVENANTS IN
THE PLAT OF BUFFALO TRAILS ADDITION.

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.

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. 72-3645 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 con-
structed within the said addition, and

WHEREAS, the undersigned persons and Convenient Indus-
tries 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 those 
premises, the parties agree as follows:

1. That with the exception of the Metropolitan Develop-
ment 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 on a 2' with No. 72-12405 
in the Office of the Recorder, Marion Co., Ind.

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

"That all residences constructed within the 
boundaries of this tract shall have a minimum 
of seven feet (7') exterior walls in the exterior walls of the first story 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 con-
structed within the boundaries of the said platted real estate, 
and shall take no action whatsoever to enforce any contrary 
interpretation of the said covenant.

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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.

<table>
<thead>
<tr>
<th>LOT NUMBER</th>
<th>NAME</th>
<th>ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 5, 18, 49, 25, 77, 78</td>
<td>John M. Haden</td>
<td>P.O. Box 27185, Indianapolis, Indiana</td>
</tr>
<tr>
<td>69</td>
<td>Mabel K. Black</td>
<td>P.O. Box 27185, Indianapolis, Indiana</td>
</tr>
<tr>
<td>2</td>
<td>Mary W. Black</td>
<td>323 Buffalo Drive, Indianapolis, Indiana</td>
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<td>3</td>
<td>Frieda Black</td>
<td>323 Buffalo Drive, Indianapolis, Indiana</td>
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<td></td>
<td>Eileen Black</td>
<td>8428 Rahke Road, Indianapolis, Indiana</td>
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<td></td>
<td>Eliza Black</td>
<td>8432 Rahke Road, Indianapolis, Indiana</td>
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<tr>
<td></td>
<td>Eileen Kahl</td>
<td>8435 Rahke Road, Indianapolis, Indiana</td>
</tr>
</tbody>
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<table>
<thead>
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<th>LOT NUMBER</th>
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<tr>
<td>4</td>
<td>Daniel A. Purkey</td>
<td>444 Buffalo Drive Indianapolis, Indiana</td>
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<td>Constance L. Purkey</td>
<td>444 Buffalo Drive Indianapolis, Indiana</td>
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<td></td>
<td>Rose A. Thornburg</td>
<td>8428 Kankakee Court Indianapolis, Indiana</td>
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<td>Jeannette Thornburg</td>
<td>8428 Kankakee Court Indianapolis, Indiana</td>
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<td></td>
<td>Thomas D. Bailey</td>
<td>8416 Kankakee Court Indianapolis, Indiana</td>
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<td></td>
<td>Eileen J. Bailey</td>
<td>8416 Kankakee Court Indianapolis, Indiana</td>
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<td></td>
<td>Janice T. Bulley</td>
<td>420 Buffalo Drive Indianapolis, Indiana</td>
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<td></td>
<td>William D. Prior</td>
<td>420 Buffalo Drive Indianapolis, Indiana</td>
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<tr>
<td></td>
<td>Susan J. Powels</td>
<td>8410 Lookwood Lane Indianapolis, Indiana</td>
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<td>8410 Lookwood Lane Indianapolis, Indiana</td>
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<td></td>
<td></td>
<td>8410 Lookwood Lane Indianapolis, Indiana</td>
</tr>
<tr>
<td>63</td>
<td>Charles E. Stephenson</td>
<td>119 Buffalo Drive Indianapolis, Indiana</td>
</tr>
<tr>
<td></td>
<td>Betty J. Stephenson</td>
<td>119 Buffalo Drive Indianapolis, Indiana</td>
</tr>
<tr>
<td></td>
<td></td>
<td>223 Buffalo Drive Indianapolis, Indiana</td>
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<tr>
<td></td>
<td></td>
<td>223 Buffalo Drive Indianapolis, Indiana</td>
</tr>
</tbody>
</table>
LOT NUMBER

NAME

ADDRESS

66
Robert Mark Williams
8502 Lockwood Lane
Indianapolis, Indiana

67
William T. Schott
311 Buffalo Drive
Indianapolis, Indiana

68
Carolyn G. Schott
317 Buffalo Drive
Indianapolis, Indiana

Calvin C. Linton
317 Buffalo Drive
Indianapolis, Indiana

Eula Linton
327 Buffalo Drive
Indianapolis, Indiana

Betty L. Henschen
407 Buffalo Drive
Indianapolis, Indiana

Larry L. Kiener
407 Buffalo Drive
Indianapolis, Indiana

Kim T. Kiener
419 Buffalo Drive
Indianapolis, Indiana

Arthur R. Gibbs
419 Buffalo Drive
Indianapolis, Indiana

Viola J. W. Gibbs
425 Buffalo Drive
Indianapolis, Indiana

Glenda C. Gibbs
425 Buffalo Drive
Indianapolis, Indiana

Donald E. Rosmeyer
437 Buffalo Drive
Indianapolis, Indiana

Bonnie L. Rosmeyer
437 Buffalo Drive
Indianapolis, Indiana

STATE OF INDIANA
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.
WITNESS my hand and notarial seal this 31st day of August
1975.

[Signature]

Susan Pettijohn, Notary Public

My Commission Expires: February 25, 1978

STATE OF INDIANA }
COUNTY OF MARION }

Before me, a Notary Public in and for said County and State,
personally appeared each of the above named owners of the fee
simple title to Lots 2, 3, 4, 6, 8, 11, 27, 28, 29, 30, 57, 63,
66, 67, 68, 70, 71, 73, 74 and 76 in Buffalo Trails Addition,
who each acknowledged ownership of the respective lot indicated
above, and who further acknowledged execution of the foregoing
Agreement, stating to me that the representations therein con-
tained are true and correct.

WITNESS my hand and notarial seal this 31st day of August
1975.

[Signature]

Notary Public

LOT NUMBER
7, 9, 10, 12 thru 17, 19 thru 24,
26, 31 thru 56, 58 thru 62, 64,
65 and 75

NAME

WITNESS

Convenient Industries of
America, Inc.

By

P.O. Box 660
Louisville, Ky.

Address

John A. Elmsley

76 62309

Page 6 of 7 Pages
STATE OF KENTUCKY  
COUNTY OF JEFFERSON  

Before me, a Notary Public in and for said County and State, personally appeared R. J. STUART and JAMES GREEN, known by me to be the Vice President and Secretary, respectively, of Convent 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 12th day of August, 1975.

Notary Public

METROPOLITAN DEVELOPMENT COMMISSION  
OF MARION COUNTY, INDIANA

STATE OF INDIANA  
COUNTY OF MARION  

Before me, a Notary Public in and for said County and State, personally appeared R. J. STUART, known by me to be the Chairman 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 24th day of August, 1975.

Notary Public

This instrument prepared by

MICHAEL J. KIAS  
HAGGETT, HAGGETT & KIAS  
3045 South Meridian Street  
Indianapolis, Indiana 46217  
(317) 706-2225