

## **Seifert Creek Community Covenants**

The undersigned, Seifert Creek Corporation ("Developer"), owner and developer of sold real estate shown and described herein, does hereby lay off plat and subdivide sold real estate, in accordance with the within plat.

This subdivision shall be known and designated as "SEIFERT CREEK", an addition to the Town of New Palestine and shall be subject to the following restrictions which shall operate as perpetual covenants.

Front building setback lines are hereby established as shown on this plat, between which lines and property lines of the streets there shall be erected and maintained no buildings and structures.

A perpetual easement is hereby granted to any local public utility or municipal department, their successors and assigns, within the area shown on the plat and marked "drainage and utility easement (D.&U.E.)" to install, lay, construct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors and other equipment for the purpose of serving the subdivision and other property with telephone, electric and gas, sewer and water service as a part of the respective utility systems; also is granted (subject to the prior rights of the public therein) the right to use the streets and lots with aerial service wires to serve adjacent lots and street lights, the right to cut down and remove or trim and keep trimmed any trees or shrubs that interfere or threaten to interfere with any of the said public utility equipment, and the right is hereby granted to enter upon the lots at all times for all the purposes aforesaid. No permanent buildings or trees shall be placed on said area as shown on the plat and marked "drainage and utility easement (D.&U.E.)", but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid user or the rights herein granted. A perpetual easement is also hereby granted to the Homeowners Association, their successors and assigns, within the area shown on the plat and marked "landscape easement (L.E.)" to install, construct, maintain and replace earth mounds, grass, shrubs, trees, flowers, lights, signs and landscape structures and accessories with all necessary equipment for the purpose of servicing the subdivision. No fencing of any kind shall be permitted on said landscape easements unless constructed by the Homeowners Association for landscape purposes.

1. Drainage swales (ditches) along dedicated roadways and within the right-of-way or on dedicated drainage easements, are not to be altered, dug out, filled in, tiled or otherwise changed without the written permission of the Town of New Palestine. Property owners must maintain these swales as sodded grassways or other non-eroding surfaces. Water from roof or parking areas must be contained on the property long enough so that said drainage swales will not be damaged by such water. Driveways may be constructed over these swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the Town of New Palestine.
2. Any property owner altering, changing or damaging the drainage swales or ditches will be held responsible for such action and will be given ten (10) days notice by

registered mail to repair said damage, after which time, if no action is taken, the Town of New Palestine will cause said repairs to be accomplished, and the said property owner shall be responsible for the payment of the bill for such repairs, forthwith.

3. No fence, wall, hedge, tree or other shrub planting which obstructs sight lines and elevations between the heights of 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 right-of-way lines and a diagonal line connecting 2 points measured 25 feet along each of the street property lines equidistant from the intersection of the property lines or the property lines extended, at the corner of the lot or in the case of a rounded property corner from the intersection of the street right-of-way lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at a sufficient height to prevent obstructions of such sight lines.
4. The same sight limitations shall apply to any lot line within 10 feet of the intersection of a street right-of-way line with the edge of the driveway pavement.
5. No trees shall be planted in the road right-of-way. No trees larger than 8 inches in diameter (measured thirty-six (36) inches above the ground surface) may be cut without permission of the Architectural Control Committee.
6. The developer shall be the initial Architectural Control Committee, which Committee shall regulate the external design, appearance and location of residences, buildings, structures, fences, swimming pools, or other improvements placed on any lot or common area in the subdivision.
7. All lots in this subdivision shall be designated as residential lots. No lot shall be further subdivided to create additional building lots. Each lot shall be improved with one (1) single dwelling only, i.e., an owner of two (2) or more contiguous lots shall not be allowed to use said lots for one (1) building site. No building shall be located nearer to the side street line than the minimum building setback lines shown on the plat. No accessory building shall be located closer to any front or side lot line than the required minimum front and side yard distance for the primary dwelling. No accessory building shall be located closer to any rear lot line than 10 feet, but in no case shall it encroach upon any easement.
8. All residential construction on any lot must start within one (1) year from the date of purchase and must be completed within one (1) year after the starting date, including final grading.
9. All driveways shall be paved with concrete, asphalt, or other all-weather surface materials as approved by the owner or its' assigns. No gravel or stone driveways will be permitted. No additional parking will be permitted on a lot other than the existing driveway.
10. The parking of any type of vehicle shall not be permissible upon any lot or street, other than temporary parking by guests and invites of any owner. Except within an enclosed garage, no motor home, boat, recreational vehicle or any type, semi tractor, trailer, inoperative or unlicensed vehicle shall be parked or repaired on any lot in this subdivision, or in any street thereon. This covenant shall in no way allow temporary parking or permanent parking on streets for which the Town of New Palestine has passed ordinances prohibiting such.
11. Common areas as shown on the plat are reserved for the common use and enjoyment of the lot owners in this addition. All land depicted upon the plat, which is not a numbered lot or otherwise specifically designated, is hereby declared a

designated common area, and any improvements placed in the common areas including but not limited to landscaping, entrances, parking areas, and walking trails shall be maintained by the Homeowners Association pursuant to the By-laws of the Homeowners Association. The common driveway to Lots 12 and 13 shall be maintained by and restricted in use to only the owners of lots 12 and 13. All costs of repair and snow removal shall be shared equally by the owners of lots 12 and 13.

12. The streets as shown hereon with appurtenant right-of-ways, sidewalks, and street lamps, if not heretofore dedicated, are hereby dedicated to the Town of New Palestine for the use and benefit of the public.
13. The minimum square footage of living space of dwellings constructed on various residential lots in the Development exclusive of porches, terraces, garages, carports, accessory buildings or basements below ground level shall contain no less than 1800 square feet of ground floor living area for a one-story structure or 100 square feet of ground floor area if higher than one-story, provided that higher than one-story structures shall have a minimum of 200 square feet total living area and each dwelling shall have a two or three car attached garage.
14. All lots in this subdivision shall be used solely for residential purposes except for residences used as model homes during the sale and development of this subdivision. No motor home, trailer, tent, shack, boat, garage, basement, or outbuildings shall be used for temporary or permanent residential purposes on any lot in the subdivision. No dog kennel, junk yard, or commercial business of any kind will be permitted in this subdivision.
15. All structures on any lot in the subdivision shall be constructed with substantially all new material, except used brick is acceptable, and no used structures shall be relocated or placed on any such tract unless specifically submitted and approved by the Architectural Control Committee, which may make extensive restrictions concerning the same.
16. No construction shall be commenced, nor shall any building, structure or other improvements (including, without limitation, but not limited to landscaping, fences, walls, driveways, swimming pools and walkways) be erected, installed, removed, placed or altered (including changes in exterior on any lot in this plat until the building plans, specifications and site plans (hereinafter referred to as "plans") showing the location thereof and of all improvements proposed, including driveway size and location and drainage, color and composition of all exterior materials to be used shall be submitted to the Architectural Control Committee with any other information and material the Architectural Control Committee may require. Such material is to be submitted in writing by the lot owner and approved in writing by the Architectural Control Committee as to the compatibility of the interior and exterior design, appearance and location of the same with existing structures in this plat and as to the conformity of the same with the intent of the covenants and restrictions set herein. Roof pitches shall be a minimum of 8/12 front to back. Two (2) complete sets of plans and specifications for any such proposed construction or improvement shall be submitted. There shall also be submitted, where applicable, any permits or reports required by law. All such plans shall be prepared by either a Registered Land Surveyor, Engineer or Architect (other than landscaping plans that do not contemplate any construction other than planting trees, shrubbery and flowers). The destruction of trees and vegetation and any other matter as may affect the

environment and ecology of this subdivision shall be the proper concern of the Architectural Control Committee.

17. Outbuildings and their location must be approved by the Architectural Control Committee. Outbuildings shall be constructed of new materials and be similar in appearance with the residence on the lot on which the outbuilding is being built. Metal outbuildings shall not be permitted in any event.
18. During, and at the conclusion of, the period of any construction activity on a lot, the builder performing such construction shall be required to keep his construction activity confined to such lot and shall keep all streets adjacent to such lot free of materials and debris and in a clean state. Without limiting the foregoing general requirements, a builder shall clean such adjacent streets within forty-eight (48) hours of any specific request therefore made by the Architectural Control Committee.
19. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Town of New Palestine and the Indiana Department of Environmental Management.
20. All lots on which construction has not begun must be mowed and maintained by the lot owner. After construction, the structure, grounds and recreational equipment shall be maintained in a neat and attractive manner.
21. No noxious or offensive trade shall be permitted upon any lot in this subdivision nor shall anything be done thereon which may be a nuisance or annoyance to the neighborhood. No refuse will be maintained on the lot. Garbage and trash will be kept in containers approved by the Architectural Control Committee which are not visible from the street, except on collection day.
22. No satellite dish or communication tower/antenna shall be allowed. Any TV reception antenna shall be placed within the attic of the main residence.
23. Devices for solar technology must be architecturally integrated within the primary residence and must be approved by the Architectural Control Committee.
24. In-ground swimming pools shall be placed behind the residence. Above ground pools will not be permitted.
25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. Any animal so kept will not be permitted to roam at large within the subdivision and shall be confined to the owner's premises.
26. Fencing shall not exceed six (6) feet in height and no fence shall be placed closer to the front lot line than the rear of the primary residence. Chainlink fencing must be of a dark vinyl coating type. All fencing must be maintained in good condition. All privacy fencing must be of a style adopted by the Architectural Control Committee and painted to match the color of the main residence. No fence shall be placed within the landscaping easements. All fencing shall be approved by the Architectural Control Committee.
27. The Architectural Control Committee shall require a standardized mailbox for each residence and shall establish a design, material and paint specification for a mailbox which shall be standard for all mailboxes in this subdivision. These mailboxes will be purchased by the builder and maintained by the owner.
28. The Architectural Control Committee shall require a standardized yard light for each residence and shall establish a design, material, color specification and location for each yard light and shall be standard for all yard lights in this subdivision. These yard

lights will be purchased by the builder and maintained by the owner. Each yard light will be operated by a dusk-to-dawn photo-cell maintained by the owner.

29. The Architectural Control Committee shall require a standardized front sidewalk for each residence and shall establish a design, material, color specification and location for the sidewalk. This sidewalk will run parallel with any streets adjoining the property as shown on the recorded plat. It will be the responsibility of each builder to install this sidewalk during the building of the residence to the specifications of the Architectural Control Committee.
30. All homes in the subdivision shall be built by custom builders approved by the Developer. No modular or concrete homes will be permitted in this subdivision. No wood foundations shall be permitted.
31. All building plans, site plans and landscape plans shall be submitted to the Architectural Control Committee for approval at least 2 weeks prior to starting construction, and prior to applying for the building permit.
32. Fireplaces. All exterior wall chases are to be brick or other masonry material.
33. Exterior finish material. 1<sup>st</sup> floor brick or masonry wrap unless approved by the Architectural Control Committee. No aluminum or vinyl siding.
34. Windows. Wood windows are required on all homes.
35. The owners of Lots 11, 12, 13, 28, 29, 38, 39, 57, 58, 59 and 60 shall be entitled to construct a pond upon such lots where permitted. Plans for the pond shall be submitted to the Architectural Control Committee, and if applicable, any governmental agency (including Department of Natural Resources) having jurisdiction. The plans shall be reviewed by the Architectural Control Committee for aesthetic, environmental, drainage, health and safety concerns. Ponds shall not be permitted on any other lots. Lots 1, 21, 77 and 47 shall be from Woodbridge Lane. Lot 22 shall not access Eagle Trace with any driveway. The access driveway for Lot 22 shall be from Cabin Court.
36. Minimum landscape requirement. Trees: three (3) two inch or larger diameter trees will be required to be planted in the front yard of each residence. Species are as follows:
  - One (1) flowering
  - One (1) pine
  - One (1) selection by purchaser

Planting bed requirements required in the front of each residence:

15 plants 12-18' tall

15 plants 24-36' tall

37. Each lot owner by virtue of the purchase of a lot is a member of the Seifert Creek Homeowners Association and shall be bound by the terms outlined in the said Homeowners By-laws.
38. All water systems in this subdivision are to be in compliance with the regulations or procedures by the Indiana Department of Health or other civil authority having jurisdiction.
39. No fuel storage tanks in this subdivision shall be permitted.
40. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions and of and from every other one of the restrictions, and of and from every combination of these restrictions. Therefore, if any of the restrictions shall be held to be invalid or to be unenforceable, or to lack the quality

of running with the land, that holding shall be without effect on the validity, enforceability or running quality of any other one of the restrictions.

The foregoing covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2013 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any one of the foregoing covenants, or restrictions, by judgment or court order shall in no way affect any other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part therefore erected, or maintained in violation hereof, is hereby reserved to the several owners of the several lots in this subdivision and to their heirs and assigns. The cost of the enforcement of any violation of these covenants, including any reasonable expenses and attorneys fees, shall be paid by any owner of any lot found to be in violation of these covenants.

SEIFERT CREEK CORPORATION