

307-506

ROOKER RUN PLANNED UNIT DEVELOPMENT Sec. 1
COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in ROOKER RUN, SECTIONS I through V, shall take title subject to the following covenants and restrictions and shall be bound thereby.

1. Land Use. All lots herein are for residential use only, limited to a single family dwelling per lot.
2. Street Dedication. All areas shown and designated as streets, if not heretofore dedicated, are hereby dedicated to the public.
3. 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 setback lines per Mooresville building codes and this plat. For the purpose of this covenant, eaves, steps and open porches shall not be considered a part of the building; provided, however, that this shall not be construed to permit any portion of any building on any lot to encroach upon any other lot unless the other lot, or part thereof, is owned by the same owner. The division of a lot for the purpose of creating an additional building site is prohibited.
4. Utility strips. Areas, including access, designated as utility strips on the plat are dedicated as easements for the installation and maintenance of utilities reasonably and conveniently required. No structures shall be erected on or maintained within such areas. Maintenance is the responsibility of the owner.
5. Drainage Strips. Areas designated as drainage easements on the plat are dedicated as easements for drainage of water. No structure shall be erected or maintained within such areas and drainage shall not be restricted. Maintenance is the responsibility of the lot owner.
6. Fences. No fence shall be erected on or along any lot or lot line with intent to obstruct vision, light, or air. All fences are to be erected reasonable so as to enclose the property and decorate the same without hindrance or obstruction of any other property. Stockade or privacy fences shall be constructed of wood, brick, or stone and if over a height of forty-eight (48) inches, shall not be permitted any closer to the front of the lot than the front of the dwelling structure. All fences shall be maintained in good repair.
7. Signs. No signs of any kind shall be displayed to the public view on any lot except for one sign of not more than five (5) square feet advertising the property for sale or rent. No more than four (4) signs no larger than five (5) square feet shall be allowed by builder or others to advertise the property during construction; however, any sign required by law may be displayed during the construction period in addition to the permitted signs. This covenant has no application to marketing or promotional signs of the developer while lots are being sold.
8. Vacant Lot Maintenance. Vacant lots shall be maintained per the following terms: No trash shall be allowed to accumulate and grass or growth shall not be over eight (8) inches in height. Unsold lots shall be mowed and maintained by the developer. If sold lots are not mowed and maintained, the developer shall have the option to mow, or maintain the property, by removing trash or debris and charge the owner a reasonable fee.
9. Storage and Refuse Disposal. No outside storage of equipment, materials, supplies, debris and unlicensed or inoperative vehicles, (including unlicensed or inoperative recreation vehicles or boats) shall be permitted. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage of such materials shall be kept in a clean and sanitary condition. No incinerators or trash burning shall be allowed.
10. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that each lot shall be allowed three (3) total of either dogs, cats, or other household pets to be kept on any lot, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be restricted to owners' property unless the animal is on a leash accompanied by the lot owner.
11. Nuisance. No noxious or offensive activity shall be suffered or permitted to continue which may annoy or become a nuisance to a neighbor or the neighborhood, nor shall any unlawful act or activity be allowed whatsoever.
12. Auto Maintenance. Except for minor or routine repair and maintenance of the owners' personal vehicles, no welding, restoration, reconstruction, overhauling, painting or other type of auto mechanics, whether for hire or otherwise, shall be permitted.
13. Architectural Control. A committee shall review construction of resident buildings to promote harmony with existing structures. Technical variations or requirements. No resale committee shall initial representatives. The de until all lots are sold of of Rooker Run Planned committee shall consist appointed by the Rooker
14. Dwelling Restrictions. portable device or outbu used as a residence. Thi prevent a builder from us or office during the pe office for developer's a
15. Building Type. No dwell 1/2) stories in height a least two (2) cars. One such as a mini-barn, not twelve by twelve (12 x 1 and said accessory bui line. The accessory bui including exterior sidin fiberglass shingles.
16. Dwelling Quality and Siz structure, exclusive of f be not less than one-tho for a one-story dwellir hundred (1000) square fe story, with a minimum of ground level. The fir dwelling shall be a bal stone.
17. Construction requirements
 - a. Overhang (eaves) inches, excluding an
 - b. The roof shall shingles shall be any number 119 through through 165 inclusiv 6/12.
 - c. Exterior buile brick, stone, natura siding. No log cabri permitted.
 - d. After construct landscaped. The pu positive drainage fi insure positive drain the dwelling a minim first six (6) Ene foundation, or as det. Committee, considari
 - e. All driveways ar according to the bui Mooresville and as location shall be app Committee.
 - f. A Sugar Maple tree the front of each d corner lot two (2) E tree on each side of bordering the lot. I shall be planted and The location of the midpoint of the dist back of sidewalk. Th feet from the rear l easement line which along the rear of the tree that is not liv
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13. **Architectural Control Committee.** An architectural control committee shall review and approve all plans for the construction of residential dwelling houses and accessory buildings to promote harmony of design and compatibility with existing structures. The committee also shall approve any technical variation or exception from any construction requirements. No reasonable design may be denied. The committee shall initially consist of two (2) developer's representatives. The developer shall make all appointments until all lots are sold in all present and subsequent sections of Rocker Run Planned Unit Development. Thereafter, the committee shall consist of five (5) resident owners to be appointed by the Rocker Run Owners Association.
14. **Dwelling Restrictions.** No mobile home, trailer or other portable device or campbuilding, garage or basement shall be used as a residence. This provision shall not be construed to prevent a builder from using such for material or tool storage or office during the period of construction or a temporary office for developer's marketing or promotional purposes.
15. **Dwelling Types.** No dwelling shall exceed two and one-half (2 1/2) stories in height and an attached private garage for at least two (2) cars. One (1) residential accessory building, such as a mail-room, not to exceed exterior measurements of twelve by twelve (12 x 12) feet, shall be permitted per lot, and said accessory building must observe building setback lines. The accessory building shall be of wood construction, including exterior siding and shall have asphalt, cedar or fiberglass shingles.
16. **Dwelling Quality and Size.** The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall be not less than one-thousand two-hundred (1200) square feet for a one-story dwelling nor less than one-thousand six-hundred (1600) square feet for a dwelling of more than one-story, with a minimum of nine-hundred (900) square feet on the ground level. The first story, floor elevation, of the dwelling shall be a balanced thirty (30) percent brick or stone.
17. **Construction Requirements.**
- a. **Overhang (eaves)** shall be a minimum of twelve (12) inches, excluding any exterior finish.
 - b. The roof shall have a minimum of 8/12 pitch and shingles shall be asphalt, cedar or fiberglass. For lots number 119 through 129 inclusive, and lots number 155 through 169 inclusive, the minimum roof pitch shall be 5/12.
 - c. Exterior building materials shall be limited to brick, stone, natural stained or painted wood or vinyl siding. No log cabins, modular or mobile homes shall be permitted.
 - d. After construction, all lots shall be graded and landscaped. The grading shall be so as to provide positive drainage from the house as constructed. To insure positive drainage the ground shall slope away from the dwelling a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the foundation, or as determined by the Architectural Control Committee, considering specific lot characteristics.
 - e. All driveways and sidewalks are to be of concrete according to the building requirements of the Town of Mooreville and as required by the developer. The location shall be approved by the Architectural Control Committee.
 - f. A Sugar Maple tree shall be planted and maintained in the front of each dwelling. If the dwelling is on a corner lot two (2) Sugar Maple trees are required, one tree on each side of the dwelling adjacent to the street bordering the lot. In addition, two (2) White Pine trees shall be planted and maintained at the rear of the lot. The location of the Sugar Maple Trees shall be at the midpoint of the distance between the dwelling and the back of sidewalk. The White Pines shall be planted 15 feet from the rear lot line or 5 feet out side of any easement line which ever is greater and spaced evenly along the rear of the lot. Owners shall replace any such tree that is not living.
 - g. All construction, finish grading, sidewalks and landscaping shall be completed within six (6) months of the start of construction, except in bad and unusual weather or interruption of work in progress excepting.
18. **Erosion and Sediment C**
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h. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, sightly order, containing all trash and debris within the lot and properly disposed of or removed.

All owners and their builders/contractors shall be responsible for and repair or restore any damage during construction, whether or not inadvertent or unavoidable, including but not limited to curbs, sidewalks, gutters, streets, drainage areas, utilities or other improvements.

18. Erosion and Sediment Control.

Each owner and their builders/contractors shall be responsible for erosion and sediment control on their lot in accordance with Title 327, Article 15, Indiana Administrative Code, commonly referred to as "Rule 5". Erosion and sediment control measures shall include but are not limited to: silt fencing, storm inlet protection, bank protection with erosion control blankets, seeding, mulch seeding and/or a combination thereof. Owners and their builders/contractors shall not allow mud, silt or building debris to collect on sidewalks, streets or drainage areas. If the Developer, Town of Mooresville, or any duly authorized agency of State or Federal Government finds that an owner or their builder/contractor has not taken adequate erosion and sediment control measures then appropriate action will be taken against the lot owner and/or builder/contractor to force compliance with this provision.

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19. Owners Association. All owners of the various lots in all sections of Rooker Run Planned Unit Development, whether legal or equitable, shall be members of an incorporated association of such owners to be known as Rooker Run Owners' Association Incorporated. The Rooker Run Owners' Association shall be governed by the following provisions:

a. One voting membership shall exist for each lot including all owners, whether legal or equitable, and regardless of the number, or form of tenancy.

b. The corporation shall be incorporated by the Developer upon the sale of 50 percent of the lots in the first section. The Developer shall appoint an initial Board of Directors consisting of an Association President and two additional members. The Developer shall appoint the Board of Directors until such time as the Developer no longer holds title to any lot(s) in any section of the Development.

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c. To provide for a sound financial basis the Developer shall collect from each lot owner, at the time of sale, \$100.00 per lot deposited in an account, established at a financial institution having an office in the town of Mooresville, in the name of the Rooker Run Owners' Association, Incorporated.

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d. The association shall hold an annual meeting of the members not later than March 31 of each year. Each member of the corporation shall be given not less than 15 days notice of any meeting of the membership. Notice shall contain the date, time and place of the meeting and shall be sent to the owners as disclosed by the records of the Register of Deeds in Moore County. After the date the Developer no longer holds title to any lot(s) in any section of the development the membership, at the next annual meeting, shall elect a Board of Directors.

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e. The Rooker Run Owners' Association, Incorporated shall have responsibility for the following items: (1) maintenance and repair of drainage swales, retention basins, and associated items; (2) maintenance of any common areas, including the common area of the retention basins; (3) liability insurance in an amount sufficient to protect the corporation, its officers and directors; (4) payment of governmental fees and any other monies resulting from activities of the corporation; (5) upon the sale of fifty percent of the lots the corporation shall have an initial deposit in the amount of \$4000.00 to the area parks and Recreation Board for improvement to the area recreation area adjoining and west of Rooker Run Planned Unit Development; (6) an annual audit of the financial records of the corporation by a certified public accountant and publication of the audit at the annual meetings; (7) any other responsibility that the membership accepts by majority vote at the annual meetings.

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f. The Board of Directors shall establish an annual 1% assessment, to be paid by each lot owner on or before June 1 annually, in an amount sufficient to fund the responsibilities of the corporation for the next calendar year and maintain an operating surplus equal to 10 percent of the preceding calendar year expenses. If an assessment is not paid by a lot, there shall be a lien upon the real estate of the owners of said lot, which shall be foreclosed in the name of the corporation by judicial proceedings as well as the mortgages and foreclosures together with judgment interest, attorney fees, a costs of enforcement, which shall be valued in accordance with appraisal laws.

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... their builders, shall be responsible for their buildings, and shall be required to repair or rebuild any portion thereof, or any improvement thereon, which shall be determined by the lot and property owner...

... The right to enforce the injunction or to seek damages for violation... Rooker Run Owners' Association... Board of Directors...

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... membership shall exist for each lot, where, whether legal or equitable, and the number, or both of tenants.

... section shall be incorporated by the sale of 50 percent of the lots in this development... shall be taken against the lot owner and/or Board compliance with this provision.

... a sound financial basis the Developer shall maintain a fund for each lot owner, at the time of sale, deposited in an account established at the title having an office in the town of Moberly...

... shall hold an annual meeting of the association shall be given not less than 14 days prior to the meeting of the membership. Notice of the date, time and place of the meeting and the owners as disclosed by the records of Morgan County. After the date the developer holds title to any lot(s) in any development the membership, at the next meeting shall elect a Board of Directors.

... Rooker Run Owners' Association, Incorporated shall be responsible for the following items: (1) repair of drainage swales, retention ditches and culverts; (2) maintenance of any utility lines within the common area of the retention ditches, its offices and directors; (3) maintenance of the common area of the retention ditches, its offices and directors; (4) annual fees and any other monies payable by the association; (5) upon termination of the association the association shall donate in the amount of \$4000.00 to the Recreation Board for improvement of the retention area adjoining and west of Rooker Run development; (6) an annual audit of the books of the corporation by a certified public accountant and publication of the audit at the meeting; (7) any other responsibility that the Board of Directors shall determine by majority vote at the annual meeting.

... Directors shall establish an annual lot fee to be paid by each lot owner on or before the first day of January in an amount sufficient to fund the operation of the corporation for the next calendar year plus an operating surplus equal to 50 percent of the preceding calendar year expenses. If the fee is not paid by a lot, there shall be a lien in favor of the owners of said lot, which may be foreclosed by the corporation by judicial sale of the lot and the proceeds applied to the lien, without relief from valuation and interest.

The directors shall cause a list of all lots to be prepared each year as of the annual meeting by the lot owners of each lot in the form of a list of names of owners of all lots and owners of all lots and owners of all lots and owners of all lots and owners of all lots...

29. Enforcement. The right to enforce the injunction or to seek damages for violation... Rooker Run Owners' Association, Incorporated... Board of Directors...

DEVELOPERS CERTIFICATE

This declaratory statement of dedication and covenants, to run with the land declared and executed by the undersigned, owners of said property...

August 1, 1994.

Christopher M. Crouch, President
Christopher M. Crouch, President

State of Indiana)
County of Morgan)

Before me, the undersigned, a Notary Public for the State of Indiana, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same was presented to me for my official record.

Witness my Hand and Seal of Office this 2nd day of August 1994.



Resident of Johnson
My Commission Expires: 7-14-97

DESCRIPTION OF ROOKER RUN PLANNED UNIT DEVELOPMENT SECTION 1

Part of the Northeast Quarter of Section 1, Range 1 East, Morgan County, Indiana

BEGINNING at a brass tablet over which is placed the northeast corner of the abutment of Section 1; thence, South 86 degrees 20 minutes 00 seconds West, 381.16 feet; thence North 86 degrees 20 minutes 00 seconds West, 992.70 feet; thence North 86 degrees 20 minutes 00 seconds West, 169.35 feet; thence North 86 degrees 20 minutes 00 seconds West, 60.11 feet; thence North 86 degrees 20 minutes 00 seconds West, 169.97 feet; thence North 86 degrees 20 minutes 00 seconds West, 55.05 feet; thence North 86 degrees 20 minutes 00 seconds West, 55.05 feet; thence North 86 degrees 20 minutes 00 seconds West, 55.05 feet...