

373-377

ROOKER RUN PLANNED UNIT DEVELOPMENT COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in ROOKER RUN, SECTIONS II 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 recreational 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 Mechanics. 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 Committee shall construction of buildings to conform with existing street and technical requirements. A committee shall representatives until all lots sections of 1. Thereafter, the owners to be app
- 14. Dwelling Restrict portable device used as a residence to prevent a bul storage or off temporary office purposes.
- 15. Building Type. No 1/2 stories in least two (2) car such as a mini-twelve by twelve and waid access line. The access including exterior fiberglass shingle
- 16. Dwelling Quality dwelling structure garages shall (1800) square feet one thousand sq of more than on square feet on elevation, of the percent brick or Dwellings consti inclusive, and lot meet the follo requirements cit floor of the basements and five hundred (15 less than one-th feet for a five of nine hundred front elevation o (60) percent brick
- 17. Construction requ
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ROOKER RUN, as following by use only. designated as y dedicated on any lot is side street building codes tenant eaves. d a part of the hall not be ding on any lot ur job, or part ivision of a lot iding site is. signed as assessments for easonably and erted on or ance is the easements on nage of water. d within such Maintenance is ong any lot or air. All to enclose the hindrance or ade or privacy stone and if shall not be than the front e maintained eyed to the not more than y for sale or than five (5) or others to however, any d during the rmitted signs or promotional d. maintained per to accumulate (b) inches in e retained by the maintained, the maintain the rge the owner's ie storage of unlicensed or nperative uted. Trash out in sanitary such materials condition. No ny kind shall that each lot logs, cars, or t, provided they any commercial i to owners mpanied by the ity shall be annoy or become d, nor shall any ne repair and es, no welding, ng or other hances, shall

- 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 Rooker Run Planned Unit Development. Thereafter, the committee shall consist of five (5) resident owners to be appointed by the Rooker Run Owners Association.
- 14. Dwelling Restrictions. No mobile home, trailer or other portable device or outbuilding, 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 of a temporary office for developer's marketing or promotional purposes.
- 15. Building Type. 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 mini-barn, 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 line. 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, front elevation of the dwelling shall be a balanced thirty (30) percent brick or stone. Dwellings constructed on lots number 119 through 129, inclusive, and lots number 158 through 165 inclusive, shall meet the following requirements in addition to those requirements cited elsewhere in this document: The ground floor of the dwelling structure, exclusive of porches, basements and garages, shall be not less than one thousand five hundred (1500) square feet for a one-story dwelling nor less than one thousand seven hundred fifty (1750) square feet for a dwelling of more than one-story, with a minimum of nine hundred (900) square feet on the ground level. The front elevation of the dwelling shall be a balanced sixty (60) 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 6/12 pitch and shingles shall be asphalt, cedar or fiberglass. For lots number 119 through 129 inclusive, and lots number 158 through 165 inclusive, the minimum roof pitch shall be 8/12.
 - 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 Mooresville 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 Pine trees 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, and, in good and unusual weather or destruction of work in progress, excepting

AD owners responsible for reasonable sign debris within removed.

All owners responsible for construction, unavoidable, in sidewalks, gutters or other improv

18. Erosion and Sedimentation. Each owner responsible for a accordance with Administrative Erosion and sediment control not limited to protection with seeding and/or builders/contract debris to collect. If the Developer authorized agency an owner or the erosion and sedimentation will be builder/contract

19. Owners Association. Sections of the Rooker Run Planned Unit Development shall be a legal or equitable association of its Association shall

- a. One including a regardless
- b. The Developer, the first Initial Board President shall appoint the Developer any section
- c. To be Developer time of sale established in the Rooker Run Owner
- d. The Association membership member of 14 days. Notice shall meeting as the record the date lot(s) in membership Board of D
- e. The Association shall have maintaining minutes, and minutes retention sufficient directors, other not corporation lots the amount Recreation recreation Planned Unit Development annual meeting membership meeting
- f. The Association shall be held before the first of the year or 90 days if the association shall be held

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b. All owners and their builders/contractors shall responsible for and maintain the job site in reasonable orderly condition containing all trash & debris within the lot and properly disposed or removed.

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

18. Erosion and Sediment Control

Each owner and their builders/contractors shall responsible for erosion and sediment control on their accordance with Title 327, Article 10, Administrative Code, commonly referred to as Erosion and sediment control measures shall include not limited to: silt fencing, storm inlet protection, protection with erosion control blankets, sodding, seeding, and/or a combination thereof. Owners, builders/contractors shall not allow mud, silt or debris to collect on sidewalks, streets or drainage. If the Developer, Town of Mooresville, or an authorized agency of State or Federal Government or an owner or their builder/contractor has not taken erosion and sediment control measures then action will be taken against the lot owner/builder/contractor to force compliance with this provision.

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

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

b. The corporation shall be incorporated Developer upon the sale of 50 percent of the lots in this section. The Developer shall appoint an initial Board of Directors consisting of an Assoc. 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 lots in any section of the development.

c. To provide for a sound financial the Developer shall collect from each lot owner, at the time of sale \$100.00 to be 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.

d. The association shall hold an annual meeting membership not later than March 31 of each year. Notice of the association shall be given not less than 14 days notice of any meeting of the association. Notice shall contain the date, time and place of meeting and shall be sent to the owners as directed by the records of the Auditor of Morgan County. The date the Developer no longer holds title to any lots in any section of the development membership at the next annual meeting shall be determined by the Board of Directors.

e. The Rooker Run Owners Association, Incorporated shall have responsibility for the following items: (1) maintenance and repair of drainage ditches, basins and associated items; (2) maintenance of common areas including the common area retention basins; (3) liability insurance to an amount sufficient to protect the corporation, its officers, directors; (4) payment of professional fees and other monies resulting from activities of the corporation; (5) upon the sale of any portion of lots the corporation shall make an initial deposit the amount of \$4000.00 to the Area Recreation Board for improvements to recreation area adjoining any lots of Rooker Run Planned Unit Development; (6) an annual audit financial records of the corporation by a public accountant and publication of the audit annual meeting; (7) any other responsibilities of membership accords by majority vote at any meeting.

f. The Board of Directors shall establish an annual assessment to be paid by each lot owner to the association in an amount sufficient to cover the responsibilities of the corporation for the calendar year and maintain an operating fund to 50 percent of the preceding calendar year's assessment. The assessment shall be paid by the lot owner upon the receipt of the assessment notice by the association. The assessment shall be paid by the lot owner upon the receipt of the assessment notice by the association.

and maintain the job site in a orderly condition, all trash and debris to be properly disposed of or their builders/contractors shall be responsible for any damage during the course of construction, or during but not limited to curbs, streets, drainage areas, utilities, etc.

The directors shall cause a list of the names of the owners to be prepared each year as of the annual meeting and record the same by last known names of owners of record as set forth in the Auditor's Office, said list to be filed in the Office of the Morgan County Recorder. The priority of any lien herein shall be second and junior to any purchase money mortgage applicable to any particular lot. Actions to enforce such lien may be by the Board of Directors or their designated officers, which shall consist of a President and Secretary-Treasurer.

Control

Their builders/contractors shall be responsible for any damage during the course of construction, or during but not limited to curbs, streets, drainage areas, utilities, etc. shall not allow mud, silt or building materials, streets or drainage swales, Town of Mooresville, or any duty of State or Federal Government finds that builder/contractor has not taken adequate control measures then appropriate taken against the lot owner and/or to force compliance with this provision.

20. Enforcement. The right to enforce these covenants by injunction or to seek damages for violation or other remedy is designated to the owners of the lots herein. The developer, the Rooker Run Owners Association, Incorporated and the Town of Mooresville. The covenants and restrictions shall remain in full force and unchanged in perpetuity unless otherwise agreed by a two-thirds vote of lot owners. One vote for each lot owned and with the approval of the Town of Mooresville. Invalidity of any covenant or restriction herein by judgment, court order or otherwise, shall not affect any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of title.

All owners of the various lots in all of Rooker Run Planned Unit Development, whether or not they are members of an incorporated owners association, shall be deemed to be bound by the covenants and restrictions herein provided. The Rooker Run Owners Association shall be governed by the following provisions:

DESCRIPTION OF ROOKER RUN PLANNED UNIT DEVELOPMENT, SECTION TWO

Part of the Northeast Quarter of Section 1, Township 13 North, Range 1 East, and part of the Southeast Quarter Section 26, Township 14 North, Range 1 East, all in Morgan County, Indiana, described as follows:

Commencing at a brass table iron stake in the county road which marks the northeast corner of the above captioned Northeast Quarter of Section 1, thence South 76 degrees 32 minutes 59 seconds East (assumed bearing) with the east line of said Northeast Quarter and the county road, 281.16 feet; thence North 90 degrees 00 minutes 00 seconds West 379.46 feet to an iron pin and the POINT OF BEGINNING of the subdivision herein described; thence continuing North 90 degrees 00 minutes 00 seconds West 614.22 feet to an iron pin; thence North 88 degrees 03 minutes 35 seconds West 189.05 feet to an iron pin; thence North 44 degrees 23 minutes 17 seconds West 80.11 feet to an iron pin; thence North 24 degrees 34 minutes 58 seconds West 158.97 feet to an iron pin; thence North 75 degrees 10 minutes 12 seconds East 85.95 feet to an iron pin; thence North 24 degrees 33 minutes 31 seconds West 37.92 feet to an iron pin, on the south line of Spring Mill Planned Unit Development per plat thereof recorded in Deed Record 338 Page 334, thence South 85 degrees 53 minutes 03 seconds West 83.29 feet to a concrete monument which marks the southwest corner of Spring Mill Planned Unit Development; thence North 10 degrees 20 minutes 18 seconds West 231.00 feet into the Southeast Quarter of Section 16, 231.00 feet to an iron pin; thence South 82 degrees 38 minutes 37 seconds West 242.79 feet to an iron pin; thence South 20 degrees 25 minutes 46 seconds East 216.48 feet to an iron pin on the South line of Section 26; and the north line on Section 1, thence South 11 degrees 09 minutes 04 seconds East 181.50 feet into the Northeast Quarter of Section 1, 18 on iron pin; thence South 31 degrees 01 minutes 07 seconds East 858.68 feet to an iron pin; thence North 86 degrees 20 minutes 37 seconds East 164.52 feet to an iron pin; thence North 76 degrees 00 minutes 01 seconds East 812.20 feet to an iron pin; thence North 90 degrees 00 minutes 00 seconds East 129.05 feet to an iron pin; thence South 74 degrees 28 minutes 23 seconds East 58.42 feet to an iron pin; thence North 88 degrees 59 minutes 59 seconds East 433.00 feet to an iron pin; thence North 86 degrees 00 minutes 00 seconds West 368.00 feet to the point of beginning and containing 11,890 acres, more or less.

The corporation shall be incorporated by this in the state of 50 percent of the lots in this subdivision. The Developer shall appoint an initial Board of Directors consisting of an Association of two additional members. The Developer shall serve as the Board of Directors until such time as no longer holds title to any lot(s) in the development.

Provision shall be made for a sound financial basis; the Developer shall collect from each lot owner at the time of sale a sum of \$1000.00 to be deposited in an account with a financial institution having an office in Mooresville, in the name of the Rooker Run Owners Association, Incorporated.

The Association shall hold an Annual Meeting of the members not later than March 31st of each year. Each year the Association shall be given not less than 30 days of any meeting of the membership shall contain the date, time and place of the meeting. The Auditor of Morgan County, after the Developer no longer holds title to any lot in any section of the development, shall at the next annual meeting, shall elect a Board of Directors.

The Rooker Run Owners Association, Incorporated shall be responsible for the following items: (1) maintenance and repair of drainage swales, retention basins and related items; (2) maintenance of any easements, including the common area of the development; (3) liability insurance in an amount sufficient to protect the corporation, its officers and directors; (4) payment of professional fees and any other expenses resulting from activities of the Association; (5) upon the sale of fifty percent of the lots in the development shall make an initial donation in the amount of \$4000.00 to the Area Parks and Recreation Department for improvements to the park area adjoining and west of Rooker Run Planned Unit Development; (6) an annual audit of the books of the corporation by a certified public accountant and publication of the audit at the discretion of the Association; (7) any other responsibility that the Association may assume by majority vote at the annual meeting.

The Board of Directors shall establish an annual fund to be paid by each lot owner on or before the first day of January annually, in an amount sufficient to fund the operations of the corporation for the next year and maintain an operating surplus equal to the preceding calendar year expenses. If the fund is not paid by a lot owner, there shall be a lien in favor of the owners of said lot, recorded in the name of the corporation, for the amount of the delinquent payment, together with prejudgment interest and costs of collection, without relief or appraisal laws.