

397-562 Sec. 5

ROOKER RUN - Sect Planned Unit Development - Resid

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP
PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 6,
RANGE 2 EAST, TOWN OF MOORESVILLE, MORGAN COUNTY, INDIANA

ROOKER RUN PLANNED UNIT DEVELOPMENT DEVELOPER'S AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in ROOKER RUN, SECTION 5, shall take title subject to the following covenants and restrictions and shall be bound thereby:

1. Lots are for residential use only, limited to a single family dwelling per lot.
2. Street dedication. All areas shown and designated as streets in lot dedication are hereby dedicated to the public.
3. Building location. No building shall be located on any lot closer 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. However, that this shall not be construed to permit any portion of any building or any lot to encroach upon any other lot unless the entire lot or part thereof is owned by the same owner. The erosion 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 responsibility and accountability 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 responsible to the lot owner. Property and drainage shall be shown without hindrance or obstruction of any other property. Stocking or driving fences shall be constructed of wood, brick, or stone and if over a height of four feet (4') height shall not be permitted except where the front of the lot then the front of the drainage structure. All fences shall be maintained in good repair.

7. Signs. No signs of any kind shall be displayed to the public on any lot except for one sign of not more than five (5) square feet covering the property for sale or rent. No signs over four (4) square feet shall be placed on any lot or along any lot line. Signs shall be placed on the lot or along any lot line. Signs shall be placed on the lot or along any lot line. Signs shall be placed on the lot or along any lot line. Signs shall be placed on the lot or along any lot line.
8. Wetland Lots. Maintenance. Wetland lots shall be maintained per the following terms: No trees shall be allowed to mature and areas in growth shall not be over eight (8) inches in height. Wetland lots shall be moved and maintained by the developer. Wetland lots shall not be moved and maintained by the developer shall have the option to view or maintain the property by removing trees or debris and change the owner's responsible fee.

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 minimum thirty (30) percent back of stone.
- Dwellings constructed on lots numbered 158 through 165 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 first story of dwellings constructed on lots 158 through 165 shall have a minimum 60 percent back of stone on the front, rear and sides of the structure.

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 5/12 pitch and shingles shall be asphalt, cedar or fiberglass. For lots numbered 158 through 165 inclusive, the minimum eave 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. Grading shall be as per attached site plan. Positive drainage from the house shall slope away to the rear, positive drainage the ground shall slope away from the house displaying a minimum of one (1) inch per foot, for the first six (6) feet outside the perimeter of the

- 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 this 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.

- c. To provide for a sound financial basis the Developer shall collect from each lot owner, at the time of sale, \$100.00 to be deposited in an escrow 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 of the membership no later than from 31st of each year. Each member of the Association shall be given not less than 14 days of notice of any meeting of the membership. Notice shall include the date, time and place of the meeting and shall be sent to the owners by registered mail to the address of the Member or to the address of the Developer if the Member is unable to be reached. After the date the Developer no longer holds title to any lot(s) in any section of the development, the membership in any section of the development shall elect a Board of Directors.
- 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

any press or growth shall not be over eight (8) inches in height. Lush grass shall be mowed and maintained by the developer if said lots are not mowed and maintained; the developer shall have the right to mow, or maintain, the property by removing trash or debris and charge the owner a reasonable fee.

8. Storage and Waste Disposal. No outside storage of equipment, materials, supplies, debris and unrefined or hazardous wastes, including unlicensed or hazardous generator vehicles or boats, shall be permitted. Trucks, generators 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 inspectors of trash burning shall be allowed.

9. 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) lots of other dogs, cats or other household pets to be kept on any lot, provided they are not kept in a cage and are confined for any commercial purpose. All animals shall be restricted to owners' property unless the animal is an animal accompanied by the lot owner.

10. Nuisance. No noxious or offensive activity shall be conducted or performed in a building which may annoy or become a nuisance to or disturb the neighborhood, nor shall any unlawful act or activity be allowed which causes:

11. After Hours. Except for noise or routine repair and maintenance of the driveway, passenger vehicles, the washing, restoration, reconstruction, or painting of buildings or other type of such maintenance whether for lot or otherwise, shall be prohibited.

12. Architecture and Landmarks. An architectural control commission shall review and approve all plans for the construction of buildings and structures on lots. The commission shall have authority to require changes in the design of any building or structure which is found to be in violation of the provisions of this Ordinance. The commission shall have authority to require the removal of any building or structure which is found to be in violation of the provisions of this Ordinance. The commission shall have authority to require the removal of any building or structure which is found to be in violation of the provisions of this Ordinance.

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, the slope shall be as determined by the Architectural Control Committee, considering specific characteristics.

e. All driveways and sidewalks are to be of concrete according to the building requirements of the Town of Leesville 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 to set 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, date of deed and imposed, whether or construction of work in progress stopping.

h. All owners and their builders/contractors shall be responsible for and maintain the job site in a responsible, sanitary, open, employing all local and nearby jobs within the lot and property disposed of or removed.

i. All owners and their builders/contractors shall be responsible for and report or resolve any damage during construction. Damages shall be repaired within a reasonable time frame and shall not be limited to curbs, sidewalks, gutters, streets, drainage area, utilities or other improvements.

13. Erosion and Sediment Control. The developer shall be responsible for and maintain the job site in a responsible, sanitary, open, employing all local and nearby jobs within the lot and property disposed of or removed. The developer shall be responsible for and maintain the job site in a responsible, sanitary, open, employing all local and nearby jobs within the lot and property disposed of or removed. The developer shall be responsible for and maintain the job site in a responsible, sanitary, open, employing all local and nearby jobs within the lot and property disposed of or removed.

membership of the next annual meeting, shall elect a Board of Directors:

a. The Rocker 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 professional fees and other expenses resulting from activities of the corporation; (5) upon the sale of fifty percent of the lots, the corporation shall make an initial donation in the amount of \$4000.00 to the Area Parks and Recreation Board for improvements to the park. The corporation shall also be responsible for the planned area, including the site of Rocker Run, financial records of the corporation to be certified annually, and the publication of the audit at the annual meeting; and (6) any other responsibility that the membership accepts by majority vote at the annual meetings.

f. The Board of Directors shall establish an annual lot 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. The assessment shall be based on a fair percentage of the preceding calendar year expenses. If the assessment is not paid by a lot owner, the lot owner shall be responsible for the expenses of the corporation which may be foreclosed in the name of the corporation by judicial proceeding on real estate mortgages are foreclosed, together with pre-judgment interest, attorney fees, and costs of collection, without relief from valuation and appointment laws.

The Directors shall cause a list of delinquencies to be prepared each year as of the annual meeting and record the same by lot known names of owners of records as set forth in the Assessor'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 obtainable to any particular lot. Actions to enforce such lien may be by the Board of Directors at their designated offices, which shall consist of a President and Secretary-Treasurer.

14. Eminent Domain. The right to eminent domain shall be exercised by the State of Missouri or other authority, and the owners of the lots, including the Rocker Run Owners' Association, incorporated shall be bound by the terms of any eminent domain proceeding. The Rocker Run Owners' Association shall be bound by the terms of any eminent domain proceeding. The Rocker Run Owners' Association shall be bound by the terms of any eminent domain proceeding.