

ROOKER TRACE COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in ROOKER TRACE, SECTION 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. 9.
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. 10.
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. 11.
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. 12.
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. 13.
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. 14.
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. 15.

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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 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. 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 Trace Subdivision. Thereafter, the committee shall consist of five (5) resident owners.
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 or 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.

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.

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 tree of the same species as the name of the street on which the dwelling fronts shall be planted and maintained in the front of each dwelling. If the dwelling is on a corner lot two (2) trees are required. One species of tree of the same name as each street bordering the lot, and the trees shall be planted adjacent to the street of the same name. In addition, two (2) white pines shall be planted and maintained at the rear of the lot. The location of the trees shall be approved by the Architectural Control Committee. 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, acts of God and unusual weather or destruction of work in progress excepted.

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.

i. 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 area, utilities or other improvements.

18. Enforcement. the right to enforce these covenants by injunction or to seek damages for violation or other remedy is dedicated to the owners of the lots herein, the developer and the architectural control committee. The restrictions shall remain in full force for twenty-five (25) years from the date this plat is recorded, at which time such covenants shall be automatically extended for successive periods of ten (10) years unless otherwise agreed by a majority of lot owners of this section. After the initial term, the covenants and restrictions may also be amended by a majority vote of the lot owners; an owner will be allowed one vote for each lot owned. Invalidation of any covenant or restriction herein by judgement, 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.