

# ROOKER TRACE, SECTION VI

A SUBDIVISION IN PART OF THE NORTHWEST FRACTIONAL QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 13 NORTH, RANGE 2 TOWN OF MOORESVILLE, MORGAN COUNTY, INDIANA.

## COVENANTS

in ROOKER TRACE,  
governing covenants and

for residential use only,

designated as streets,  
dedicated to the

located on any lot  
the side street  
building codes and  
eaves, steps and  
of the building;  
designed to permit  
encroach upon any  
lot, if owned by  
the purpose of  
being prohibited.

designated as  
basements for the  
reasonably and  
be erected on or  
tenance is the

large easements on  
large of water. No  
in such areas and  
tenance is the

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 shall

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

i. All owners and their builders/contractors shall be responsible for and repair or restore any damage to the property, 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, conditions, and restrictions or to seek damages for violation or other remedy 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 automatically be extended for successive periods of ten (10) years unless otherwise agreed by a majority of lot owners in this section. After the initial term, the covenant restrictions may also be amended by a majority vote of the owners; an owner will be allowed one vote for each lot. Invalidity of any covenant or restriction hereunder, by court judgment, court order or otherwise, shall not affect the validity of any other covenant or restriction. Violation of a covenant or restriction shall not cause forfeiture or reversion of the property.

ROOKER TRACE COVENANTS AND RESTRICTIONS

All purchasers, their heirs and assigns, of lots in ROOKER TRACE, SECTION VI, 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 or 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 property 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,

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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.

# ROOKER TRACE,

A SUBDIVISION IN PART OF THE NORTHWEST  
OF THE NORTHEAST QUARTER OF SECTION 6, T1  
TOWN OF MOORESVILLE, MORGAN COUNTY, NORTH CAROLINA

## CONDITIONS

1. All buildings in ROOKER TRACE, shall be subject to the following covenants and conditions:

2. The land shall be used for residential use only, and shall not be used for any other purpose.

3. The land shall be used for residential purposes only, and shall not be dedicated to the use of any other purpose.

4. No building shall be located on any lot which is less than the minimum lot size set forth in the subdivision plat. No building shall be located on the side street or on any other street which is not a front street. No building shall be located on any lot which is less than the minimum lot size set forth in the subdivision plat. No building shall be located on any lot which is less than the minimum lot size set forth in the subdivision plat.

5. No building shall be constructed upon any lot which is less than the minimum lot size set forth in the subdivision plat. No building shall be constructed upon any lot which is less than the minimum lot size set forth in the subdivision plat.

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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.

Dwellings constructed on lots number 155 through 159, inclusive, and lots number 190 and 207 shall meet the following requirements in addition to those requirements cited else where 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 5/12 pitch and shingles shall be asphalt, cedar or fiberglass. For lots number 155 through 159 inclusive, and lots number 190 through 207 inclusive, the minimum roof pitch shall be 6/12.

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.

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b. The roof shall have a minimum of 5/12 pitch and shingles shall be asphalt, cedar or fiberglass. For lots number 155 through 159 inclusive, and lots number 190 through 207 inclusive, the minimum roof pitch shall be 6/12.

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 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 excepting.

located on any lot to the side street building codes and lot, eaves, steps and part of the building; constructed to permit encroach upon any hereof, is owned by for the purpose of prohibited.

as, designated as easements for the les reasonably and shall be erected on or maintenance is the

change easements on drainage of water. No within such areas and maintenance is the

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be maintained per owed to accumulate ght (8) inches in maintained by the id maintained, the or maintain the charge the owner a

rage of equipment, ad or inoperative rative recreation Trash, garbage or nitary containers. als shall be kept enerators or trash

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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 of 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.

#### DEVELOPERS CERTIFICATION AND DEDICATION

This declaratory statement of dedication, limitations, restrictions and covenants, to run with the land, shown hereon, is hereby so declared and executed by the undersigned. ENVIRONMENTAL DEVELOPMENT CORPORATION, owners of said property, lots 27<sup>th</sup> to 31<sup>st</sup> of

\_\_\_\_\_ 1993.

Christopher M. Bouch President Alan Beerwester Secretary

State of Indiana )  
County of Morgan )

Before me, the undersigned, a Notary Public, personally appeared Christopher M. Bouch and Alan Beerwester, officers of Environmental Development Corporation, and acknowledged the execution of this instrument to be their voluntary act and deed.

Witness my Hand and Seal this 21<sup>st</sup> day of MAY, 1993.

Diana L. Perkins  
Signed Notary Public

Diana L. Perkins  
Printed or Typed

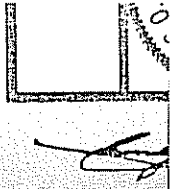
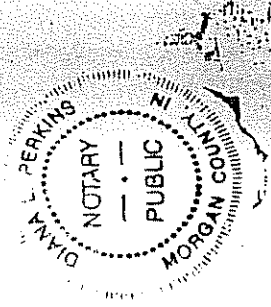
Resident of McCarr County.

My Commission Expires: MAY 26<sup>th</sup> 1996

#### DESCRIPTION

A part of the Northwest Northeast Quarter of Sec Morgan County, Indiana,

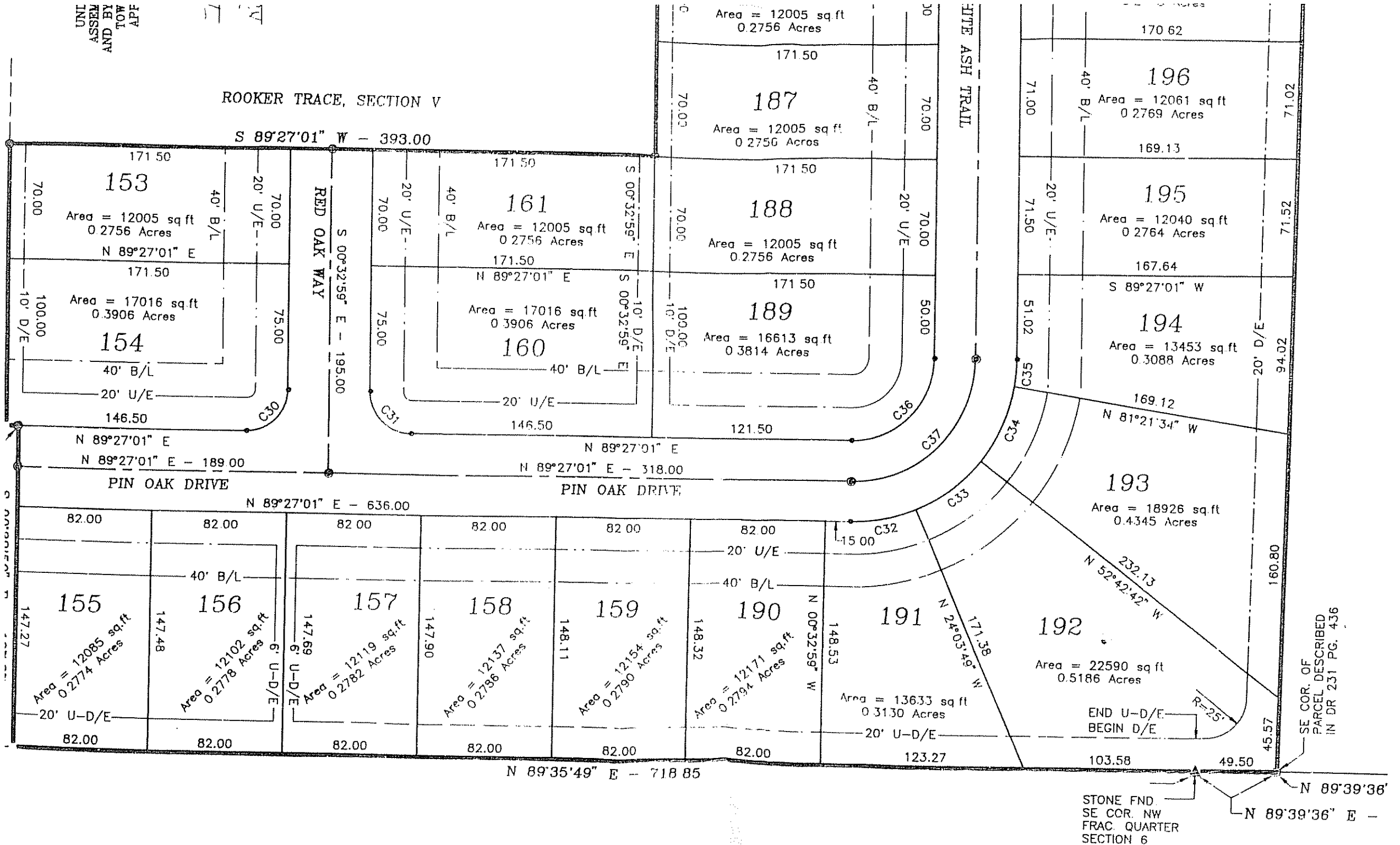
Commencing at a brass tal corner of the above captd South no degrees 32 minu the west line of said No an iron monument which m Fractional Quarter; then East, with the south l 823.64 feet to an iron subdivision herein desc line, North 89 degrees 3 a stone which marks t Fractional Quarter and t Northeast Quarter; then Quarter, North 89 degrees an iron pin; thence, Nor with the west line of S tence, South 89 degree t ofersald Northwest Fract tence, North no degrees an iron pin; thence, Sou 171.50 feet to an iron pi seconds East, 910.00 fee 27 minutes 01 seconds W South no degrees 32 minut pin; thence, North 89 deg to an iron pin; thence, East, 197.27 feet to the acres, more or less.



UNIT  
ASSEMBLED BY  
AND BY TOW  
TOP APF

ROOKER TRACE, SECTION V

S 89°27'01" W - 393.00



153

Area = 12005 sq ft  
0.2756 Acres  
N 89°27'01" E

154

Area = 17016 sq ft  
0.3906 Acres

N 89°27'01" E  
N 89°27'01" E - 189.00

PIN OAK DRIVE

N 89°27'01" E - 636.00

155

Area = 12085 sq ft  
0.2774 Acres

156

Area = 12102 sq ft  
0.2778 Acres

157

Area = 12119 sq ft  
0.2782 Acres

158

Area = 12137 sq ft  
0.2786 Acres

159

Area = 12154 sq ft  
0.2790 Acres

190

Area = 12171 sq ft  
0.2794 Acres

191

Area = 13633 sq ft  
0.3130 Acres

192

Area = 22590 sq ft  
0.5186 Acres

END U-D/E  
BEGIN D/E

STONE FND.  
SE COR. NW  
FRAC. QUARTER  
SECTION 6

N 89°39'36" E -  
N 89°39'36" W

SE COR. OF  
PARCEL DESCRIBED  
IN DR 231 PG. 436

196

Area = 12061 sq ft  
0.2769 Acres

195

Area = 12040 sq ft  
0.2764 Acres

194

Area = 13453 sq ft  
0.3088 Acres

193

Area = 18926 sq ft  
0.4345 Acres

187

Area = 12005 sq ft  
0.2756 Acres

188

Area = 12005 sq ft  
0.2756 Acres

189

Area = 16613 sq ft  
0.3814 Acres

171.50

171.50

171.50

169.13

167.64

169.12

146.50

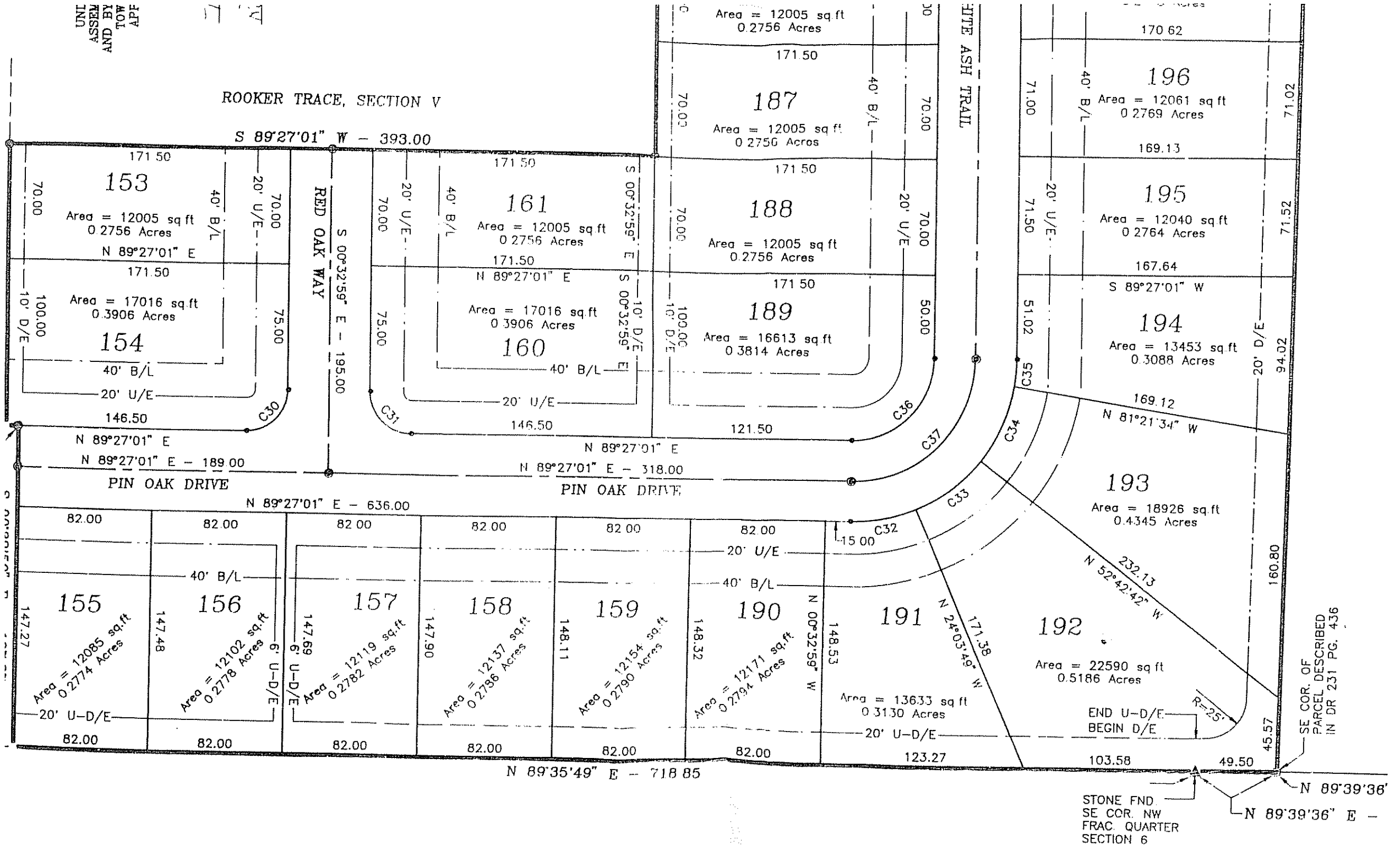
146.50

121.50

160.80

45.57

N 89°35'49" E - 718.85





**CERTIFICATION**

I, Ross O. Holloway, an Indiana Registered Land Surveyor, hereby certify that this plat represents a subdivision of lands to be known as Rooker Trace, Section VI.

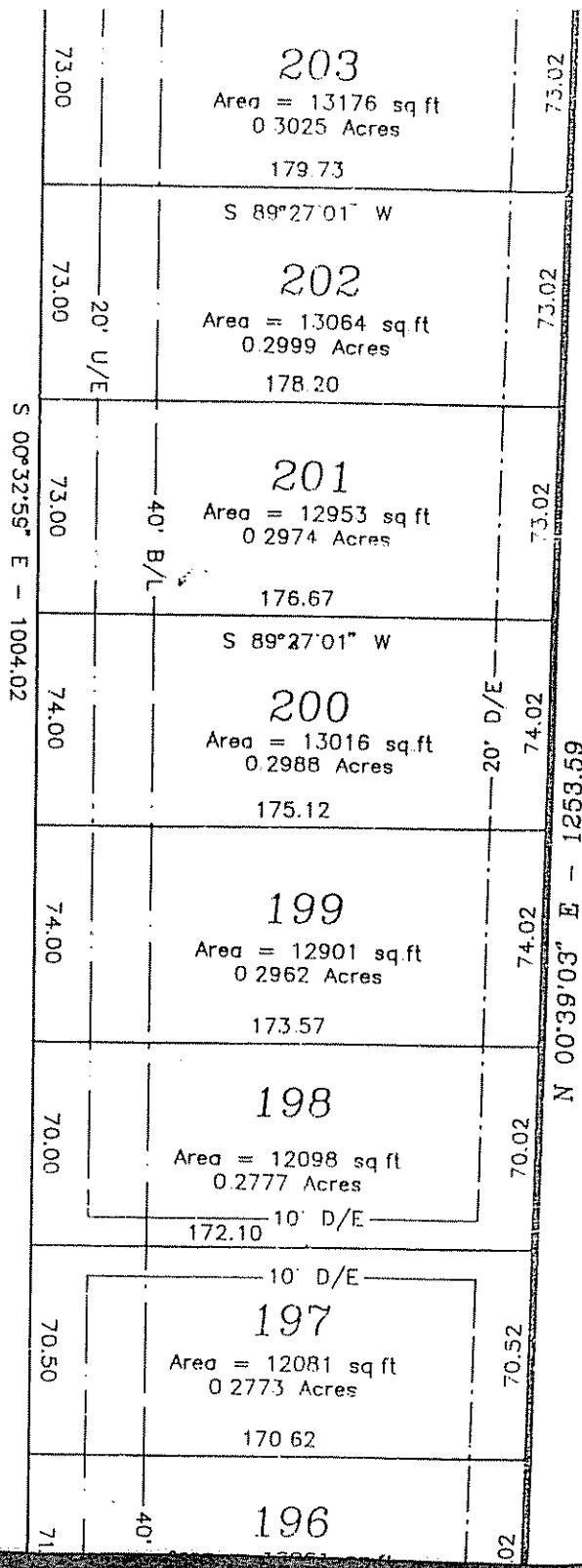
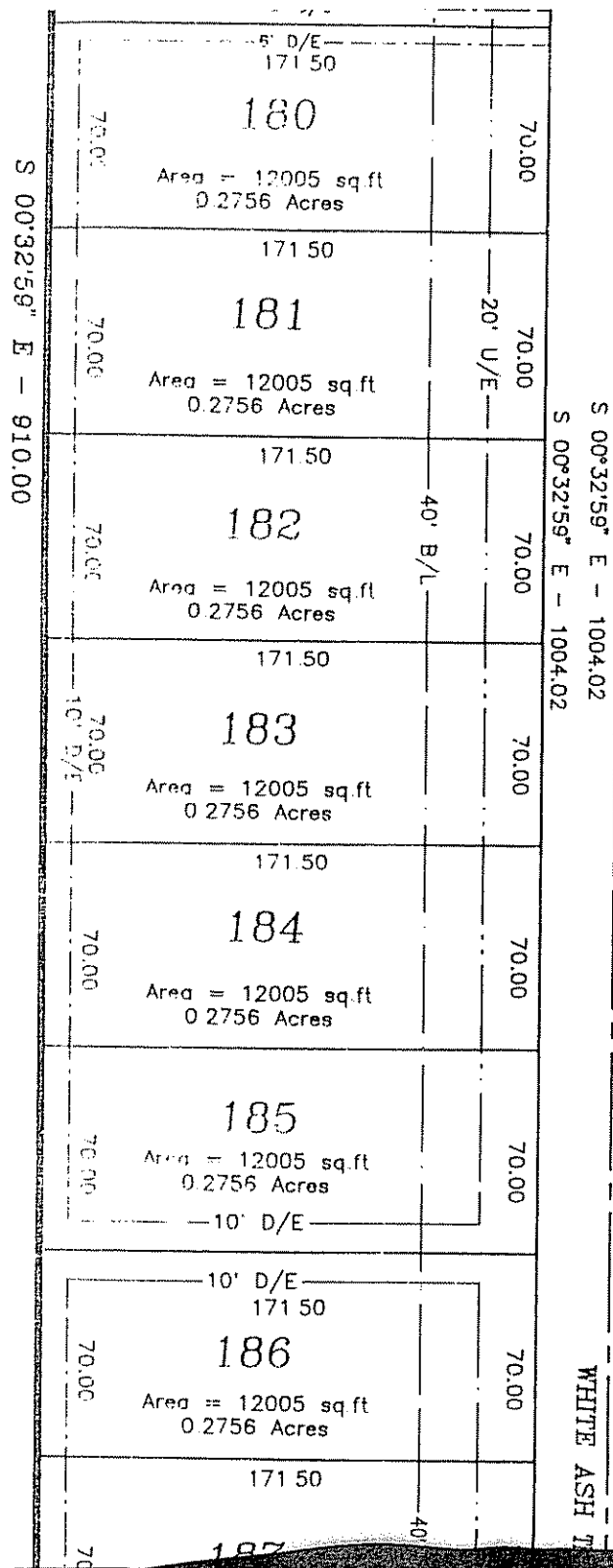
*[Signature]*

Ross O. Holloway  
 Indiana Registered  
 Surveyor No. S0530  
 Dated: February 27, 1993

6. This development-  
 DEVELOPMENT CORE  
 page 450.

BOUNDARY SUR  
 SUBDIVISION IS

**ROOKER TRACE, SECTION V**



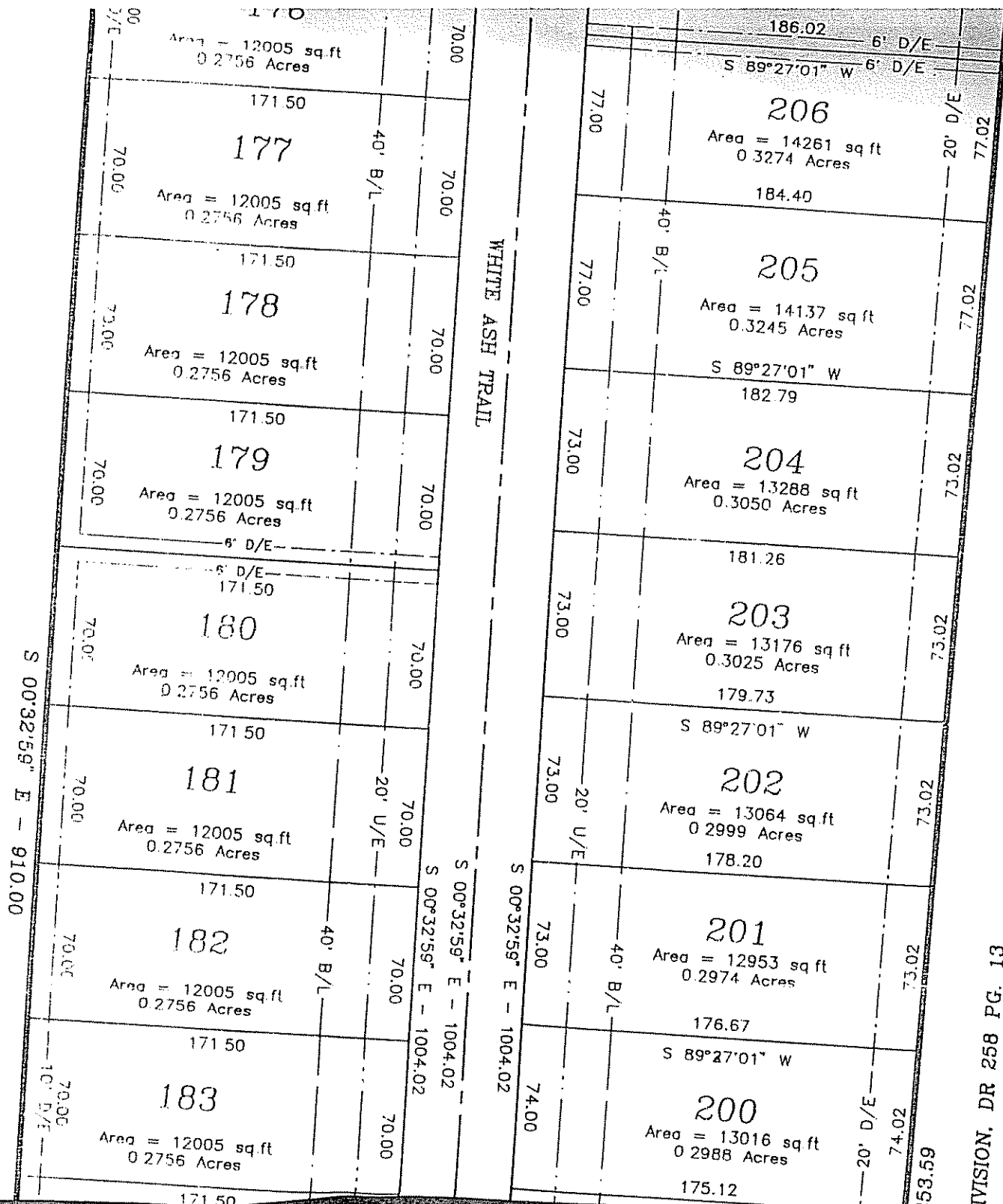
**SUMMER PLACE SUBDIVISION, DR 258 PG. 13**

DEVELOPED BY: ENVIRONMENTAL DEVELOPMENT CORP.



BOUNDARY SURVEY FOR ALL SECTIONS OF ROOKER TRACE  
SUBDIVISION IS RECORDED IN SURVEY RECORD 3 PAGE 244.

ROOKER TRACE, SECTION V

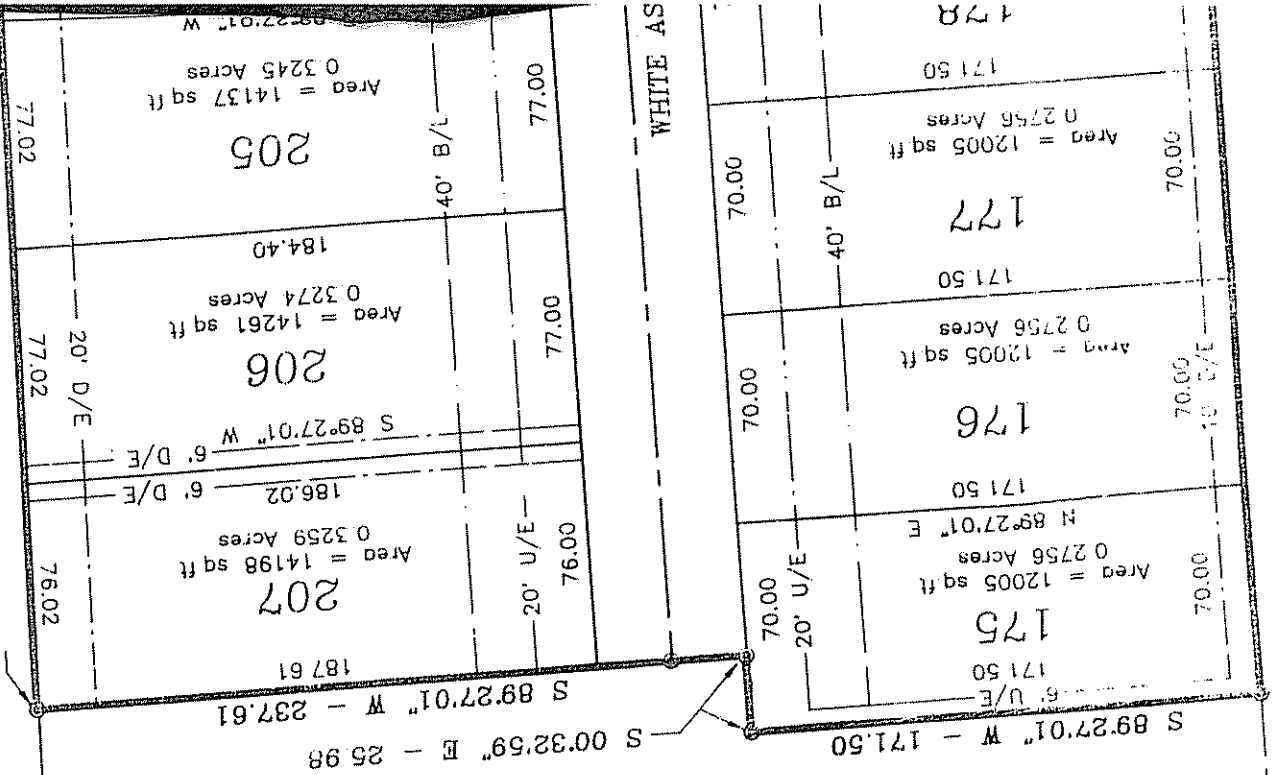


DIVISION, DR 258 PG. 13

AL DEVELOPMENT CORP.

150 Feet

ROOKER TRACE SECTION II 539-540  
DR 348 PG 539-540



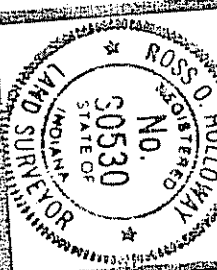
ROOKER TRACE, SECTION III  
DR 350 PG 176-177

CURVE DELTA	RADIUS	ARC	TANGENT	BEARING	CHORD
C30	90°00'00"	25.00	39.27	N 4°27'01" E	35.36
C31	90°00'00"	25.00	39.27	S 45°32'59" E	35.36
C32	23°30'50"	100.00	41.04	N 77°41'36" E	40.75
C33	28°38'52"	100.00	50.00	N 51°36'44" E	49.48
C34	29°38'52"	100.00	50.00	N 22°57'52" E	49.48
C35	09°11'25"	100.00	16.04	N 04°02'43" E	16.02
C36	90°00'00"	50.00	78.54	N 44°27'01" E	70.71
C37	90°00'00"	75.00	117.81	N 44°27'01" E	106.07

PROP STONE FND.  
NE COR OF PARCEL  
DESCRIBED IN  
DR 231 PG. 436

ROOKER TRACE, SEC. VI

FINAL PLAT



HOLLOWAY and ASSOC., P.C.  
MOORESVILLE, IN 46158

DATE: FEB. 27, 1993  
FILE NO.: 44-83

REMOVED: MAY 25, 1993  
SHEET 1 OF 2

*[Handwritten Signature]*