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ROOKER RUN PLANNED UNIT DEVELOPMENT
COVENANTS AND RESTRICTIONS

390-174
Sec. 4

RANGE 1 EAST, TOWN OF MOORESVILLE, MORGAN

All purchasers, their heirs and assigns, of lots in ROOKER RUN, SECTION 4, 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. Vacant lots shall be mowed and maintained by the developer. If any 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. Sheets and Refuse Disposal. No outside storage of [illegible]

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 118 through 129, inclusive 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 dwelling shall be a balanced sixty (60) percent brick or stone on the first story, front, sides and rear.

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 118 through 129 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 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

18. 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.

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 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 not later than March 31 of each year. Each member of the association shall be given not less than 14 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 Auditor of Morgan 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.

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 professional fees and any other monies 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 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 meeting; (7) any other responsibility that the membership accepts by majority vote of the annual meeting.

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 and maintain an operating surplus equal

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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 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 of 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 variance, waiver or exception from any construction requirements. No reasonable design may be denied. The committee shall initially consist of two (2) developers appointed by the developer. The developer shall retain all appointments until all lots are sold in all present and subsequent sections of Rooker Run. Thereafter the Development Committee shall consist of five (5) members appointed by the Rooker Run Owners Association.

14. Temporary Structures. No mobile home, trailer or other temporary structure, whether used as a residence, storage or otherwise, shall be allowed on any lot at any time. This provision shall not be construed to prohibit temporary structures for use incidental to the erection or alteration of a permanent building, such as a construction trailer, storage of materials or tool shed during the period of construction or alteration, which structure is removed upon completion.

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 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, acts of God and unusual weather or destruction of work in progress excepting.

h. All owners and their builders/contractors shall be responsible for and maintain the job site in a reasonable, tidy 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 tiles, utilities or other improvements.

16. 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, sodding, 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 swales. 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 their appropriate action will be taken against the lot owner and/or builder/contractor to force compliance with this provision.

Recreation Board for improvements to the park recreation area adjoining and west of Rooker Run Planned Unit Development; (5) an annual audit of the financial records of the corporation by a certified public accountant and publication of the audit at the annual meeting; (7) any other responsibility that the membership accepts by majority vote at the annual meeting.

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 and maintain an operating surplus equal to 50 percent of the preceding calendar year expenses. If the assessment is not paid by a lot, there shall be a lien upon the real estate of the owners of said lot, which may be foreclosed in the name of the corporation by judicial proceeding as real estate mortgages are foreclosed, together with prejudgment interest, attorney fees, and costs of collection, without relief from valuation and appraisement laws.

The directors shall cause a list of delinquencies 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.

20. Enforcement. The right to enforce these covenants by injunction or by seek damages for violation or other remedy is dedicated 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. 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.