

This instrument was prepared by:  
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Maryville, Tennessee 37804

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
ROYAL OAKS**

This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Royal Oaks (“Amended and Restated Restrictions”) is made and entered into on this the 16th day of December, 2025, by the undersigned signatories who represent a majority of the owner of lots subject to the Declaration of Covenant, Conditions and Restrictions of Royal Oaks Development Company, Inc. of record in Misc. Record Book 99, Page 298 in the Register’s Office for Blount County, Tennessee (“Original Restrictions”), as amended and supplemented.

**WITNESSETH:**

WHEREAS, the Original Restrictions provide for amendment in Paragraph 36 Term of the Protective Covenants, which is Exhibit 1 to the Original Restrictions and was incorporated by reference in the Original Restrictions in its Article X; and

WHEREAS, Paragraph 36 Term states that the covenants run with the land for twenty-five (25) years from the date of recordation (December 18, 1990) after which the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part; and

WHEREAS, the initial twenty-five (25) year period ended on December 18, 2015; and

WHEREAS, the Original Restrictions then renewed for ten (10) years, or until December 18, 2025; and

WHEREAS, attached hereto are the written approvals of these Amended and Restated Restrictions signed by a majority of the current Owners of Lots; and

WHEREAS, it is the intent that these Amended and Restated Restrictions replace and supplant the prior Original Restrictions, but not to negate or void any particular agreements relating to specific Lots or specific sub-groups of Lots, including but not limited to separate Declarations for Royal Oaks Legacy Villas or Royal Oaks Golf Villas, in any of the supplements or amendments to the Original Restrictions that pertain only to the Lot or group of Lots at issue in such supplements or amendments, which shall remain in full force and effect, its being the intent of this Amended and Restated Restrictions to change only the specific terms included in the general restrictive covenants for the community at large; and

WHEREAS, it is intended that these Amended and Restated Restrictions apply to the same Lots, Living Units, and properties as the Original Restrictions, as amended and supplemented over time and no change is intended to be made by recording these Amended and Restated Restrictions as to the property subject to the restrictive covenants in the Subdivision; and

WHEREAS, Royal Oaks Property Owners Association, Inc. (“Association” or “ROPOA”) is the mandatory property owners’ association for Royal Oaks Subdivision and all Sections and Phases of Royal Oaks Subdivision; and

WHEREAS, the Original Restrictions have been supplemented or amended as follows: In Misc. Record Book Vol. 105, Page 150; Misc. Record Book Vol. 126, Page 37; Misc. Record Book Vol. 129, Page 514; Warranty Deed Book 584, Page 228; Misc. Record Book Vol. 140, Page 583; Record Book 2147, Page 2030; Misc. Record Book Vol. 140, Page 583; Misc. Record Book Vol. 153, Page 662; Misc. Record Book Vol. 129, Page 516; Record Book Vol. 2147, Page 2030; Record Book 2722, Page 1759; Record Book 2770, Page 593; Misc. Book Vol. 206, Page 804; Record Book 2739, Page 2488; Record Book 2624, Page 1017; Record Book 2549, Page 315; Record Book 2530, Page 1919; Record Book 2611, Page 2721; Record Book 2591, Page 150; Record Book 2624, Page 655; Record Book 2746, Page 1250; Record Book 2560, Page 2829; Record Book 2238, Page 1936. Record Book 2560, Page 732, as they all may have been amended and as all found in the Register's Office for Blount County, Tennessee (Collectively, the "Supplemental and Amended Restrictions"); and

WHEREAS, the Association assisted in the process for gathering the signature pages needed for these Amended and Restated Restrictions and can certify that the signature pages represent a majority of the lots subject to the Original Restrictions, as amended and supplemented over time, resulting in this document being approved by such Owners for recording; and

WHEREFORE: the Original Restrictions and all subsequent amendments and supplements thereto, are repealed and replaced by the following except as stated otherwise above:

## **ARTICLE I – DEFINITIONS**

The following terms will have the following meanings in the Amended and Restated Restrictions:

"Architectural Review Committee" or "ARC" shall mean a group of volunteer community residents appointed by the Board of Directors to help protect the value and desirability of Royal Oaks properties by reviewing and approving, or disapproving, any and all new construction of a dwelling or other lot improvement within Royal Oaks, including but not limited to, added exterior construction or improvements to an existing structure, and major landscaping changes.

"Board of Directors" or "Board" shall mean the elected Board of Directors of the Association, its successors and assigns.

"City" shall mean the City of Maryville, Tennessee, a municipal corporation formed pursuant to state law.

"Common Areas" or "Common Property" shall include and mean:

- (1) The grassy and landscaped areas located in any islands within any of the streets, roadways and cul-de-sacs within the Subdivision.
- (2) All areas shown and designated on any Plat for any section in the Subdivision, or on any other subdivision plat for any portion of the Property recorded in the Register's Office for Blount County, Tennessee, as "Common Area," "common area," "open space" or the like, or as otherwise subject to the control and/or jurisdiction of the Association;
- (3) All areas encumbered by easements reserved in favor of the Association or the Developer in applicable restrictive covenants or on any Plat or otherwise on any other plat for any subdivision, easement, leasehold or license in favor of the Association applicable to, any portion of the Property, or any other real property, filed by the Association or the Developer or with the express written consent of the Association in

- the Register's Office for Blount County, Tennessee, subject to the terms thereof;
- (4) All roads, streets, and public rights-of-way on any portion of the Property in the Subdivision subject to this Amended and Restated Declaration, and all other streets, roads, joint permanent easements, and public rights-of way within the Subdivision and all street lights thereon, until such time, if any, as the same are accepted for maintenance by any applicable governmental authority to the satisfaction of the Board of Directors of the Association and are relinquished by the Association;
  - (5) All areas designated on any Plat as a part of the "Common Area", a street, a utility, sewer, any type of easement, or as "sidewalk and/or landscape" easements;
  - (6) Such other areas of the Property subject to these Amended and Restated Restrictions, and facilities thereon, as the Association shall designate from time to time as part of the "Common Area;"
  - (7) Any entrance ways, gates, gate houses, walls, signs, signature entrances, and other similar structures, and attendant lighting fixtures and landscaping, to or within the Subdivision and/or the Property, and landscaped medians, although constructed and/or located in areas intended for or dedicated to public use;
  - (8) All sewer and utilities located in the Subdivision;
  - (9) All property real, personal, or mixed owned or leased by the Association for the common use and enjoyment of the Owners.

"Developer" shall mean Royal Oaks Development Company, Inc., its successors, agents, or assigns, or any other party with Developer Rights in Royal Oaks.

"Living Unit" shall mean any part of a building except for the Common Areas situated upon the Properties designed and intended for use and occupancy as a residence by a single family, to include townhouses and condominium units.

"Lot" shall mean any plot of land shown upon any recorded subdivision map of the Properties except for the Common Areas.

"Member" shall mean those persons, entities, trustees, corporations, limited liability companies, or partnerships entitled to membership as provided in these Amended and Restated Restrictions.

"Owner" shall mean the record Owner of fee simple title of a Lot or Living Unit, whether one or more persons, entities, trustees, beneficiaries, corporations, limited liability companies or partnerships, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

"Plat" shall mean a recorded document that officially creates Lots and Living Units and establishes, among other things, building lines and easements.

"Private Street" shall mean every way of access for vehicles which is not dedicated to the general public but is designated as either Common Property or limited common property.

"Properties" or "Property" shall mean real property subject to these Amended and Restated Restrictions.

"Single Family Detached" shall mean any building intended for the use by a single family and not attached to any other building.

"Single Family Attached" shall mean any building containing two or more attached living units, but with each living unit located on a separate parcel of land. (example: Villas)

"Subdivision" – shall mean Royal Oaks Subdivision and shall include all of the "Existing Property" described below and any properties added to the Existing Property.

## **ARTICLE II – PROPERTY SUBJECT TO THESE AMENDED AND RESTATED RESTRICTIONS**

**Section 1 – Existing Property.** The Existing Property shall be bound by these Amended and Restated Restrictions and shall consist of all Property in Royal Oaks Subdivision bound by the Original Restrictions as added to or changed by the Supplemental and Amended Restrictions. The Existing Property is further as shown by maps of record in Map Files 1041B, 1042A, 1042B, 1076A, 1088A, 1088B, 1092B, 1096A, 1110A, 1124B, 1133B, 1182A, 1218A, 1218B, 1254A, 1393B, 1414A, 1420A, 1481B, 1618A, 1659B, 1694A, 2084B, 2108B, 2176B, 2177B, 2184B, 2323B, 2416B, 2539B, 2579B, 2731B, 2739B, 2965B, 2986A, 2991B, 3025B, 3147A, 3147B, 3149A, 3153A, 3156B, 3157B, 3159B, 3177A, 3180B, 3184B, 3219A, 3234A, 3255A, 3258A, 3262A, 3262B, 3267B, 3276A, 3279A, 3287B, 3293B, 3294A, 3318A, 3322A, 3402A, 3458B, 3519A, 3519B, 3520A, 3520B, 3521A, 3521B, 3522B, 3523A, 3525B, 3526A, 3526B, 3527A, 3549B, 3551A, 3552B, 3656A, 3666A, 3685B, 3730A, 3737A, 3737B, 3738A, 3753B, 3754B, 3761A, 3766A, 3767A, 3768A, 3769A, 3769B, 3770B, 3808A, 3813B, 3825A, 3825B, 3826A, 3826B, 3827B, 3834A, 3835A, 3838B, 3839A, 3840A, 3849A, 3864A, 3864B, 3886A, 3907B, 3909B, 3910A, 3911A, 3911B, 3913B, 3927A, 3941B, 3942B, 3947B, 3948A, 3951A, 3955A, 3955B, 3964A, 3987B, 3988A, 3988B, 4027B, 4028A, 4031A, 4031B, 4077A, 4094A, 4105A, 4105B, 4134B, 4142A, 4142B, 4189B, 4204B, 4205A, 4336A, 4364B, 4414A, 4415A, 4417B, 4424B, 4425A, 4425B, 4556A, 4568B, and Plat 3 page 180, Plat 3 page 353, Plat 3 page 453, Plat 3 page 500, Plat 3 page 714, Plat 3 page 735, Plat 3 page 748, Plat 3 page 758, Plat 4 page 13, Plat 4 page 61, Plat 4 page 307, Plat 4 page 382, Plat 4 page 477, Plat 4 page 658, Plat 5 page 4, Plat 5 page 343, Plat 5 page 602, Plat 6 page 381, Plat 6 page 398, Plat 2078 page 20, Plat 2089 page 2602, Plat 2112 page 1003, and Plat 2164 page 455 as found in the Register’s Office for Blount County, Tennessee.

**Section 2 – Additions to Existing Property.** Additional lands and future phases may become subject to these Amended and Restated Restrictions as provided in Article VIII. All future subdivisions or lots or groups of lots planning to become part of Royal Oaks and thus subject to these Amended and Restated Restrictions must include “Royal Oaks” in their name on their preliminary and final plats, and on governing documents recorded at the Register’s Office for Blount County, Tennessee. The Board must vote to accept and approve any new developments, subdivisions or the addition of land or property to the Subdivision. No officer may approve or sign a Plat, agreement, memorandum of understanding, or development agreement without the approval of the Board of Directors of the Association. The Association reserves the right to impose requirements, obligations, commitments, conditions, prerequisites, and duties on any party requesting approval of a Plat and prior to the approval of any Plat, agreement, memorandum of understanding, or development agreement. Developers and builders must meet all requirements imposed by the ROPOA Board and the ROPOA ARC.

**Section 3 – Subdividing or Re-platting.** A platted Lot or Living Unit shall not be re-subdivided or re-platted except with the prior approval of the Board. No re-plat or re-subdivision shall reduce the number of lots in the Subdivision, and the Board may not approve any re-plat or re-subdivision which reduces the number of lots in the Subdivision. These Amended and Restated Restrictions shall apply to any Lot or Living Unit that is re-subdivided or re-platted.

### ARTICLE III – RESERVATION OF EASEMENTS

**Section 1 – Utilities & Drainage.** The Association and its agents shall have a perpetual and alienable and releasable blanket easement, privilege and right, but not the obligation, on, in, over and under the Property to install, maintain and use gas, electric, cable, satellite television, internet, wireless communications, and telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, gas lines, drainage lines and drainage ditches, or structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, fiber, cable and satellite television systems, internet systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Property, and on, in, over and under all of the easements, including, but not limited to private streets, as shown on any Plat, even where such easements were originally only for drainage, utilities, internet, telephone, wireless communications or other purposes, and on, in, over and under a five (5) foot strip along the interior of all lot lines of each Lot in the Subdivision, said five (5) foot strip to be parallel to the interior lot lines of the respective Lots.

**Section 2 – Other Easements.** All other easements and reservations as reflected on or in the notes of the recorded Plats within the Subdivision or hereafter granted of record by the Association, in its sole discretion, as to the Common Property, shall be binding upon each Owner and his/her Lot to the same extent as if set forth herein.

### ARTICLE IV – PROPERTY RIGHTS

**Section 1 – Owner’s Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot or Living Unit, subject to the following provisions:

- (A) The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against his/her Lot or Living Unit remains unpaid.
- (B) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the Members has been recorded.
- (C) The right of the Association to charge reasonable fees for the use of Common Area amenities such as the Swimming Pool, Community Center, or similar amenities, to help offset usage costs, maintenance, and other expenses.

**Section 2 – Access to Private Streets.** Each Owner shall have a right of ingress and egress and passage over all Private Streets which are Common Properties for himself, members of his/her Household, and guests and invitees, subject to such limitations as the Association may impose from time to time as to guests and invitees. Such right to use the Private Streets shall be appurtenant to and shall pass with the title to every Lot or Living Unit. All Private Streets shall further be subject to a right-of-way for the agents, employees and officers of delivery services, or

agents, employees and officers of the City of Maryville, Blount County, State of Tennessee, and any other governmental or quasi-governmental agency having jurisdiction in Royal Oaks to permit the performance of their duties, including, but not limited to, school buses, mail vehicles, emergency vehicles, law enforcement vehicles.

**Section 3 – Delegation of Use.** Any Owner may delegate in accordance with the Association's Bylaws his/her right of enjoyment to the Common Areas and facilities, to family members, tenants, or contract purchasers who reside on the Property.

## **ARTICLE V – MEMBERSHIP AND VOTING RIGHTS**

Every Owner of a Lot or Living Unit which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Living Unit which is subject to assessment. No person may be a Member of the Association unless he or she is an Owner of a Lot or a Living Unit. Members shall only be entitled to one vote for each Lot or Living Unit owned whether such lot or Living Unit is owned by one (1) or more persons or entities. When more than one person holds an interest in any Lot or Living Unit, all such persons shall be Members. The vote for such Lot or Living Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Living Unit. All Members are subject to the Bylaws and rules and regulations of the Association and these Amended and Restated Restrictions. Owners are required to provide the Association with the name and contact information of current residents of any Lots or Living Units, including renters.

## **ARTICLE VI – COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1 – Creation of the Lien and Personal Obligation of Assessments.** The Owner of each Lot or Living Unit within the Properties, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges; (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each assessment together with interest, late fees, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

**Section 2 – Purpose of Assessments.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

**Section 3 – Maximum Annual Assessment.** The Board of Directors sets the annual assessment. The maximum annual assessment may be increased each year, not more than ten percent (10%) above the maximum assessment for the previous year without a vote of membership. The maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3's) of the members who are voting in person or by proxy at a meeting duly called for this

purpose. The Board may fix the annual assessment at an amount not in excess of the maximum.

**Section 4 – Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3's) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5 – Notice and Quorum for any Action Authorized, under Sections 3 and 4.** Notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, a quorum shall be the attendance in person or by proxy of members holding at least 50% of the total voting power of the membership. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. Alternatively, a vote may be held by written ballot with the same quorum requirements as set forth above.

**Section 6 – Uniform Rate of Assessment.** Annual and Special assessments must be fixed at a uniform rate for all Lots or Living Units.

**Section 7 – Date of Commencement of Annual Assessments: Due Dates.**

The Board of Directors shall fix the amount of the annual assessment against each Lot or Living Unit at least thirty (30) days in advance of each annual assessment period. Notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Living Unit have been paid. A properly executed certificate of the Association as to the status of the assessments on a Lot or Living Unit is binding upon the Association as of the date of its issuance.

**Section 8 – Effect of Nonpayment of Assessments and Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, or the maximum rate allowed by law, whichever is higher. Assessments not paid when due may be subject to a late fee as established by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her Lot or Living Unit.

**Section 9 – Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Living Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Living Unit

pursuant to mortgage foreclosure of any first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer under the foreclosure of such first mortgage or proceeding in lieu thereof. No sale or transfer shall relieve such Lot or Living Unit from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VII – EXTERIOR MAINTENANCE**

**Section 1 – Failure to Maintain by Owner.** In the event the Owner of any Lot or Living Unit shall fail to properly provide for exterior maintenance thereof, the Association may, but shall not be obligated to, provide such exterior maintenance as follows: cut, trim, care for and maintain trees, shrubs and grass, or repair, replace and care for walks, roofs, gutters, downspouts, exterior building surfaces, windows, fascia, doors, decks and other exterior improvements, including repainting or staining as needed.

**Section 2 – Assessment of Cost.** The cost of such exterior maintenance shall be assessed by the Association against the Lot or Living Unit upon which maintenance is done and shall be added and become a part of the Annual Assessment to which such lot or living unit is subject as a Personal Charge. Such amounts owed shall be a lien upon said Lot or Living Unit until paid, subject however, to any prior lien by reason of a first mortgage or first deed of trust and shall become due and payable in all respects as provided herein for assessments.

**Section 3 – Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any lot or living unit **property** at reasonable hours. Such an entry will not be considered a trespass.

## **ARTICLE VIII – STAGED DEVELOPMENTS**

Additional adjacent lands may be subject to these Amended and Restated Restrictions upon the approval of the Board. The Board shall have the right, but not the obligation, to subject additional properties to these Amended and Restated Restrictions. The addition of lands authorized hereunder shall be made by filing of record a Supplemental Declaration in the Register's Office for Blount County, Tennessee.

## **ARTICLE IX – PROTECTIVE COVENANTS**

Attached hereto as "Exhibit 1" and made a part hereof as fully as though contained herein word for word, are the Protective Covenants. Every provision of these Amended and Restated Restrictions shall apply as fully as to the Protective Covenants as if same were set forth herein word for word.

**IN WITNESS WHEREOF**, the undersigned Owners, representing a majority of the Lots in Royal Oaks subject to the Original Restrictions, as amended, have so agreed as of the date first written above.

**FURTHER**, the Association's Secretary, by signature below, hereby certifies that the signature pages below represent a majority of the Owners subject to the Original Restrictions, as



amended and supplemented over time, resulting in the approval of the recording and adoption of these Amended and Restated Restrictions.

It is so certified.

**ROYAL OAKS PROPERTY OWNERS  
ASSOCIATION, INC.:**

BY: \_\_\_\_\_  
ITS: SECRETARY

STATE OF TENNESSEE    )  
COUNTY OF BLOUNT    )

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_ with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be the Secretary of ROYAL OAKS PROPERTY OWNERS ASSOCIATION, the within named bargainer, a corporation, and that he/she as such Secretary, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself/herself as Secretary.

WITNESS my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 2025.  
My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

(CONTINUED)

## **PROTECTIVE COVENANTS**

### **EXHIBIT 1 TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

#### **SECTION 1. ARCHITECTURAL CONTROL**

1. LAND USE AND BUILDING TYPE. All Lots and Living Units shall be used for residential purposes only. Except as otherwise specifically provided in these Amended and Restated Restrictions, no structure shall be erected or permitted to remain on any Lot or Living Unit other than one Single-Family Detached residence, which must have the prior approval of the Architectural Review Committee. All Single-Family Attached residences existing or approved prior to the date of the recording of this Amended and Restated Declaration are grandfathered as permitted pre-existing non-conforming uses. Notwithstanding the foregoing, all structures must receive ARC approval before construction commences. No apartment complexes or multi-family units for rental are allowed. The height of the residence on each Lot or Living Unit shall be not more than two full stories above the normal surface of the ground. With the exception of those persons telecommuting from home, no building at any time shall be used for any business, commercial amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes or as a professional office. No billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Amended and Restated Restrictions. No building situated on any Lot or Living Unit shall be rented or leased separately from the rental or lease of the entire property, and no part of any such building shall be used for the purpose of a boarding house, hotel, motel, tourist or motor court. All lease or rental terms for Lots or Living Units shall be of at least six (6) months. No duplex residence, garage apartment or apartment house shall be erected, and no building shall be converted into a duplex residence, garage apartment or apartment house. A private attached garage for not more than three cars, but not less than two cars is required, and driveways shall provide a minimum of two additional off street parking spaces. Exception: The condominiums located in the building at 4411 Legends Way are not required to have garages or driveways.

2. DWELLING QUALITY AND SIZE. The intention and purpose of the covenants herein is to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Brick, stone or stucco is the preferred exterior construction material. Floors of the heated living area for dwellings (which excludes unfinished basements and garages), shall be as follows:

- (A) A one-story dwelling shall be not less than 1,600 square feet;
- (B) A split-level dwelling shall be not less than 2,000 square feet;
- (C) A one and a half or two-story dwelling shall be not less than 2,400 square feet.

No split foyer dwellings shall be allowed. Roofing materials for all buildings and structures must be approved by the ARC. The ARC has the right to determine whether the planned roofing materials are of the appropriate quality, color and type. Traditionally, Royal Oaks dwellings have had a shake type, steep pitched asphalt shingle roof, with minimum 6/12 pitch. However, the ARC, with Board approval, may allow other quality materials, such as metal shingles that resemble the traditional

asphalt shingle. No exposed cinder or concrete blocks shall be permitted above ground level in the construction of any dwelling building or walls, and above ground exterior foundation walls shall be veneered with brick or stone. A fireplace's external chimney flue shall be of masonry construction unless otherwise approved by the ARC.

3. ARCHITECTURAL REVIEW COMMITTEE. The ARC shall be composed of three or more persons with appropriate experience, who shall be appointed by the Board of Directors and who shall serve at the pleasure of the Board. If the Board is unable to appoint an ARC, then the Board itself, or its designee shall serve in the role of the committee. Approval for variances from the terms of these Amended and Restated Restrictions will not be unreasonably withheld, however, the ARC shall have full power and authority to deny permission for construction of any project that in its opinion does not meet the requirements and/or accomplish the purposes which were intended by these Amended and Restated Restrictions including, but not limited, to aesthetic appeal and uniformity of construction in the surrounding Lot or Living Units in the Subdivision.

#### 4. ARCHITECTURAL REVIEW APPROVAL.

(A) Any proposed construction of any dwelling, Living Unit or structure or any exterior modifications to any dwelling, Living Unit, or structure, shall be prohibited unless all plans and specifications for such construction are approved in advance of construction by the ARC. Owners or their contractors are required to submit a comprehensive Site Plan, which must include grading and drainage plans; foundation plans; landscaping plans detailing the types and placement of new trees and shrubs, significant alterations to lawns or flower beds, and the addition of hardscaping elements such as patios, walkways, fire pits, fences, retaining walls, fountains, or swimming pools. Exterior elevation drawings for all sides of any building, as well as descriptions of construction materials, are also required. When lot sizes permit, plans must incorporate at least two trees with a caliper of two (2) inches or larger. The use of invasive trees or shrubs, or species with aggressive roots capable of damaging water lines or pavement, is strictly prohibited. All building plans and specifications for a new dwelling shall be prepared by a registered architect, with guidance from other professionals as needed, and shall follow other guidance listed within this document and as found in the ROPOA ARC Building Requirement's handbook or other guidelines implemented by the Board of Directors of ROPOA. Owners are required to adhere to and follow all guidelines and rules imposed by the ARC, the Board of Directors of the Association, or the Association regarding building and construction.

In addition to the above, all building plans for a new dwelling shall include floor plans of all floors, section details, HVAC and utility meter locations, location of ground irrigation (if any), roof plans, and plans showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building Lot or Living Unit, with all setback restriction and easement lines shown. Such plans and specifications shall also show the location of all existing hardwood trees on the site that will remain, and those that will be removed during construction. Trees to be removed in the clearing of a Lot must have ARC approval. Samples of building materials must be submitted to the ARC for approval.

(B) A review fee will be charged and is payable upon submission of plans. The fee for review of construction of a new dwelling may be set at one amount, and the fees for other ARC reviews, such as review of minor change to the exterior of a home or structure, will be set at a significantly lesser

amount. The amount of the fee shall be set by the ARC and may be changed from time to time with approval of the Board of Directors. A complete set of plans and specifications of the house to be built or the work to be done shall be left with the ARC until construction is completed and a certificate of occupancy issued. The ARC may require a deposit prior to commencement of construction in order to ensure compliance with all applicable restrictions, rules and regulations.

(C) The ARC shall be directed by applicable state and local regulations and the restrictions described herein. Decisions by the ARC may also be made on entirely aesthetic grounds, however. The Owner shall deliver in an electronic format as-built, drawings, surveys or plans with the location of all utilities, sewer, and drainage upon the Lot. The ARC Chair may require paper copies as well.

(D) All plans and specifications are to be submitted by the owner or contractor, and delivered to the ARC, at a time and place designated by the ARC.

(E) Approval shall be given or denied, in writing, within thirty (30) days of the date that a complete set of plans and specifications are received by the ARC. If the ARC denies a request, it shall provide a written explanation. The Owner or contractor has the right to appeal the ARC's decision to the ROPOA Board. If the ARC, or in its absence the Board, fails to approve or disapprove said plans and specifications within thirty (30) days after they have been submitted, approval will not be required and this section will be deemed to have been fully complied with provided that said work follows the general plan of these Amended and Restated Restrictions and the ARC Building Requirement's handbook.

5. GRAND-FATHERING. All dwellings, structures and buildings and facilities related thereto that are constructed will be considered permissible pre-existing non-conforming uses in their "as is" condition if completed prior to the recording of these Amended and Restated Restrictions, unless the Owner is given a written notice of non-compliance by the Board prior to such recording due to a failure to comply with then existing restrictions, rules or regulations. Further, any current approved plans for construction that have been ARC approved prior to the recording of these Amended and Restated Restrictions will remain approved.

6. CONSTRUCTION RESTRICTIONS. No work on any construction will begin prior to 7:00 a.m. or occur after 7:00 p.m. No work is to be done on Sundays except under emergency circumstances if the ARC grants approval. Loud playing of music or loud use of profanity during construction shall not be permitted. Picnic areas and detached outbuildings, campers, trailers or mobile homes shall not be erected, placed or permitted to remain on any building Lot or Living Unit prior to the start of construction, nor during construction. All residential construction shall be completed no later than twelve (12) months from commencement of construction unless the ARC grants an extension. The ARC shall have the right, in its sole discretion, to grant or deny an extension and/or to charge additional fees for any extension. Approvals granted by the ARC shall terminate and be void unless construction commences at least 24 months from the date of the approval.

7. OUTSIDE WIRING / SATELLITE DISHES. Outside wiring for dwellings, buildings, and any other structures shall be placed underground. No overhead wiring of any type is permitted. Satellite dishes and antennas are subject to the Federal Communications Commission OTARD rules

(Over-the-Air Reception Devices). Preferably dish placement should be out of sight from the street, however, homeowners must be able to receive acceptable quality signals. Satellite dishes over one meter in diameter must have prior ARC approval.

8. **BUILDING LOCATION.** No building shall be located nearer to the front Lot or Living Unit line, or nearer to the side or back street line than the minimum building setback provided for herein except as stated otherwise. No building shall be located nearer than 25 feet to the front line or 20 feet to any side or back street line. However, corner Lots or Living Units shall have a front building setback of 20 feet. No building shall be located nearer than 10 feet to any interior Lot line or Living Unit property line without the ARC's pre-approval. Rear setbacks shall be 20 feet on all Lots or Living Units. For the purpose of this covenant, eaves, steps, and terraces shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on one Lot or Living Unit to encroach upon another Lot or Living Unit.

9. **LIGHTS (EXTERIOR).** Except as stated otherwise herein, all homes must either have a light post in the front yard or have at least two lights on garages facing the street, one on each side of the garage door. Condominiums at 4411 Legends Way must have one light near their entry door. These lights must remain on during the night, either via an electronic sensor or a sensor installed in the lamp or light bulb. Each individual light must produce between 800 to 1,600 lumens. All outdoor lighting must be approved by the ARC. The ARC may direct changes to be made to exterior lighting if the ARC determines that exterior lighting is causing excessive brightness or light trespass on adjacent or proximate lots or structures.

10. **STORAGE BUILDINGS.** No storage facilities or outside buildings of any kind shall be constructed or modified without prior approval of the ARC. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, partially completed dwelling, or separate outbuilding shall be used at any time as a residence, either temporarily or permanently.

11. **DRIVEWAYS AND CARPORTS.** New or replacement driveway plans must be approved in advance by and meet the criteria of the ARC. Concrete, brick or a material same as or better than concrete or brick, shall be used for driveways. All concrete driveways must have sufficient expansion joints and control crack joints to help reduce cracking. Decorative resurfacing of driveways may be approved by the ARC. No carports shall be allowed on any Lot or Living Unit in the Subdivision.

12. **SEWAGE DISPOSAL.** Sewage disposal is currently operated through a private system, overseen by ROPOA, except for Lots or Living Units which are connected to the City gravity sewer system. No individual sewage disposal systems shall be permitted on any Lot or Living Unit unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities, and approved by the ROPOA Board. Absent Board approval, no new development or subdivision will be allowed to connect to ROPOA's private sewer system.

13. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at two (2) and seven (7) feet above the roadways shall be placed or permitted on any corner Lot or Living Unit within the triangular area formed by the street property line

connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot or Living Unit within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. EASEMENTS. Easements to each individual Lot or Living Unit for installation and maintenance of utilities, internet, fiber, gas, wireless communications, sewer, construction, streets, drainage facilities and security fencing are reserved on the front, rear, side, and interior lot or living unit property lines in addition to any easements shown on the recorded plats. The granting of this easement or right of access shall not prevent the use of the area by the Owner for any permitted purpose except for building. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each Lot or Living Unit, from the front line to the rear Lot or Living Unit property line, to any party or parties having an installation in the easement areas. A five (5) foot drainage, utility, gas, internet, fiber, wireless communications, sewer, construction, drainage, and security fencing easement is reserved on all interior Lot or Living Unit property lines where not otherwise provided, and a ten (10) foot easement at front and rear Lot or Living Unit property line, except as may be varied by the ARC. Notwithstanding the foregoing, no towers, cell towers, or wireless towers shall be allowed in the Subdivision.

15. TRASH DURING CONSTRUCTION. No garbage or trash dumpster shall be placed or permitted to remain on a Lot or Living Unit except during construction or home renovation. Garbage, trash and rubbish shall be removed only by services or agencies pre-approved by the Association. After the erection or renovation of any building, the Owner shall maintain covered garbage containers.

#### 16. SPECIFIC PARAMETERS FOR ARC REVIEW.

(A) The following is a list of items that must be approved by the ARC prior to the installation, construction, erection, or modification of such an item. Some items are described in other sections of these Amended and Restated Restrictions. This list is current as of the date this document is recorded, but it may be revised when necessary, by the Board.

- |                                          |                                                                                                    |
|------------------------------------------|----------------------------------------------------------------------------------------------------|
| 1. Addition / Alteration to Home         | glass, etc.)                                                                                       |
| 2. Awnings / Canopies                    | 16. Retaining Walls                                                                                |
| 3. Basketball Hoop (permanent)           | 17. Roofs / Roofing Materials                                                                      |
| 4. Deck (additions/alterations)          | 18. Satellite Dishes over 1 meter diameter                                                         |
| 5. Driveway Resurfacing / Extension      | 19. Solar Panels                                                                                   |
| 6. EV Power Station (exterior)           | 20. Stairs (exterior)                                                                              |
| 7. Fences                                | 21. Swimming Pool / Hot Tub (new/alterations – see below)                                          |
| 8. Flagpoles (in-ground)                 | 22. Tree Removal                                                                                   |
| 9. Garage Door (additions/alterations)   | 23. Tree Addition (No invasive species allowed)                                                    |
| 10. Landscaping – per 4. ARC (A) above   | 24. If to be permanently attached: Bench, Picnic Table, Fire Pit, Trampoline, Playground Equipment |
| 11. Lights / Lamps (exterior)            |                                                                                                    |
| 12. Mailbox Enclosures                   |                                                                                                    |
| 13. Painting (exterior)                  |                                                                                                    |
| 14. Patio (additions/alterations)        |                                                                                                    |
| 15. Porch (installing, screening, adding |                                                                                                    |

(B) Special Requirements:

All residential swimming pools shall require a barrier fence. Vegetable gardens are allowed in Royal Oaks but shall be no farther forward than the rear plane of the house. Villas and Condominiums may have more restrictive rules than contained herein.

(C) Prior Approval: Failure to apply to the ARC as required, or deviations in construction from plans after ARC approval, may result in ARC requiring the removal of such item or structure and/or financial penalties.

## **SECTION 2. OTHER RESTRICTIONS**

1. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot or Living Unit, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No Lot, Living Unit, or building shall be permitted to deteriorate into a hazardous condition. No trash, garbage, rubbish, debris, waste material, junk cars, or other refuse shall be deposited or allowed to accumulate or remain on any part of said Lot, Living Unit, or property, nor upon any land or lands contiguous thereto, with the exception of bulk pickup items (as detailed below). No fires for burning trash, leaves, clippings, or other debris or refuse shall be permitted within the Subdivision. Other examples of nuisances include but are not limited to: loud or disturbing noise, unsightly outdoor storage of personal property, allowing one's pet or animal to threaten or assault a neighbor, or driving a vehicle dangerously.

### **2. PARKING RESTRICTIONS**

(A) **Commercial Vehicles.** No commercial vehicle shall be permitted to be parked near or stored on any Lot or Living Unit except during construction, except moving vans during loading or unloading. "Commercial Vehicles" are defined as those weighing in excess of 26,000 pounds, or those that have three or more axles regardless of weight, or those that require a Class A, B or C license. (Standard licenses for personal vehicles or light trucks are Class D licenses.) Board permission is required if moving vans need to remain more than two (2) days, and there must always be sufficient space for other vehicles to pass on the streets.

(B) **Residential Parking.**

- 1) So long as the streets in the Subdivision are not public streets, parking of any vehicle on our streets is prohibited, except for the following: On-street parking during the day is allowed for residents, guests and workers, etc. if the street is 24 feet wide or wider and the parked vehicles provide enough space for the safe passage of emergency vehicles, school buses, etc. Parking shall only be allowed on one side of the street. On-street parking is prohibited during major weather events to ensure streets can be cleared effectively, including for deicing, snow removal, street construction, and other maintenance activities. Other on-street parking during the day is prohibited unless the street is signed otherwise. Under special circumstances, temporary exceptions may be made by the Board.
- 2) Boats, personal watercraft; motor homes; recreational vehicles (RV's), or trailers of any kind may not be parked more than two (2) weeks on driveways. After that time, all of these vehicles shall be stored in a garage or basement or kept off-site.
- 3) No parking on driveways is allowed for inoperable, untagged, unregistered or junked

vehicles.

4) Pickup trucks, vans, or personal vehicles with corporate logos or branding, advertising stickers or magnets, etc., on the vehicle's body, are allowed to park in driveways if they are a resident's daily work vehicle or primary means of transportation; however, this does not include Commercial Vehicles. Notwithstanding the foregoing, law enforcement officers who live in Royal Oaks may always park their official vehicle(s) in their driveway.

5) Portable storage containers ("PODs") may be parked in driveways with prior notice to the Board. PODs may not be parked on driveways longer than 30 days.

6) No parking is allowed at or near intersections, opposite a neighbor's driveway, or in front of mailboxes. Any vehicle must be parked far enough away from a mailbox to comply with United States Postal Service regulations to allow delivering of mail. All vehicles parked on community streets must be positioned on the right-hand side of the roadway, in accordance with the direction of traffic. This rule applies to all vehicles including residents', guests', and service vehicles.

7) No long-term parking (in excess of two weeks) is allowed on residential lawns or other grassy areas, or on common areas without written permission from the Board. Such permission must be posted inside the vehicle so that it is visible from outside the vehicle.

3. ANIMALS. No animals, livestock, or poultry of any kind shall be kept, used or bred on any Lot or Living Unit either for commercial or private purposes except that usual domestic pets are allowed, provided that they do not endanger the health, safety or welfare, or unreasonably disturb other Owners. No pet shall be allowed outside of a residential property, except on a leash, or within a fence (electric or traditional) or otherwise under the control of the Owner or other person who thereby assumes responsibility for the actions of the pet.

4. SIGNS. Signs on Lots or Living Units are only permitted as follows:

(A) For Sale / For Rent signs: One sign advertising the property for sale or rent is allowed. The sign shall be no larger than six (6) square feet. Once the sale or rental is complete, the sign shall be removed within three (3) days.

(B) Celebration signs. Temporary celebration signs such as happy birthday or graduation signs are allowed for not more than one week.

(C) Garage / Yard / or Estate Sales: Temporary garage sale or yard sale signs may be posted no longer than three (3) consecutive days. Signs must be removed on the last day of the sale.

(D) Political Signs may be placed on a Lot or Living Unit sixty (60) days prior to the first day voting begins before an election and may remain until the first day after voting ends. The signs shall not exceed four (4) square feet.

(E) No Trespassing Signs. 'No Trespassing' signs are permitted on a Lot or Living Unit as provided below. No more than four such signs are permitted per property, and each such sign must be no larger than 16×16 inches unless the Board approves a larger sign. Signs visible from the front lawn shall be aesthetically appealing and of a high-quality material such as cast aluminum or engraved wood.

(F) Public Service, Community Information, and other signs of this type must have Board approval.

(G) Other: No commercial signage is allowed except as stated above. No signs may be placed on another Owner's Lot or Living Unit without their permission.



## 5. GENERAL MAINTENANCE BY OWNERS.

(A) The Owner of each Lot or Living Unit, whether improved or unimproved, shall keep their property free of tall grass, undergrowth, dead trees, dead tree limbs, weeds, trash and rubbish, and keep the property in a neat and attractive condition. In the event the Owner fails to comply with these requirements, the Association shall have the right, but not the obligation, to go upon such Lot or Living Unit and cut and remove tall grass, undergrowth and weeds and remove rubbish and any unsightly or undesirable objects therefrom, and to perform and furnish any labor necessary in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner, which expense shall be payable to the Association on demand. If charges are not paid within ten (10) days, a lien for said charges shall be placed on the property, collectible in the same manner as assessments.

(B) Residential garbage, trash and rubbish shall be removed only by services or agencies pre-approved by the Association. Garbage containers shall be kept out of view from the street, preferably in the garage or within a fence pre-approved by the ARC. For weekly pickup, garbage containers are to be placed at the Owner's curb, but not in the street, no earlier than the afternoon prior to removal. Materials for bulk pickup shall be placed at the curb according to the City's rules.

## SECTION 3: GENERAL PROVISIONS

1. **DURATION.** These Amended and Restated Restrictions shall run with and bind all of the land and shall inure to the benefit of and be enforceable by the Association, the ARC and the Owners for a period of twenty (20) years from the recording date hereof, at the end of which period such these Amended and Restated Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least Fifty-One percent (51%) of the then Owners of the Lots shall sign an instrument in which they agree to change said Amended and Restated Declaration in whole or in part.

2. **ENFORCEMENT.** The Association, ARC or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, imposed by the provision of these Amended and Restated Restrictions. Failure by the Board, ARC or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any litigation relating to these Amended and Restated Restrictions shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs. Further, outside of litigation, any Owner causing the Association to incur attorney's fees due to violation of this Amended Declaration shall have such attorney's fees added to his or her account with the Association to be collected in the same manner as assessments.

3. **SEVERABILITY.** Invalidity of any portion of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. **AMENDMENTS.** These Amended and Restated Restrictions may be amended at any time upon the vote of at least two-thirds (2/3's) of the Members present in person or by proxy voting at a meeting of the membership. Prior to this meeting, at least thirty (30) days' notice shall have been given to all Members of the intention to amend the Declaration at the meeting, along with a copy (either physical or electronic or by reference to a website) of the general language of the proposed amendment. If such an amendment is passed, it should be certified by the Secretary and President

of the Association and recorded in the Register's Office for Blount County, Tennessee in order to be effective. Signatures of Owners and/or Members will not be required. No Amendment shall impair any right then existing of the holder of any first mortgage or deed of trust.

5. GENDER/NUMBER. In these Amended and Restated Restrictions, the masculine shall be deemed to include the feminine and the singular shall be deemed to include the plural.

[Signature pages to follow]