

DeLaney and Sellers, P. A.  
Box 91

CERTIFICATION OF AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ROYAL OAKS SUBDIVISION

The undersigned, being the secretary of the Royal Oaks Homeowners Association, Inc., does hereby certify that the following amendments to the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision recorded in Book 5900, at Page 23 of the Mecklenburg County Public Registry were duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the Owners and Members at the meeting of the membership held on September 20, 1995.

1. The following additional language is added to Article VI, Paragraph 1.

No carports will be constructed or allowed in the Subdivision. For purposes of this paragraph, "carports" shall include any structure under or in which a vehicle of any type can be parked which is not completely enclosed with an access door. Nothing herein shall limit the rights granted to the Architectural Review Committee under Article V of this Declaration.

2. Paragraph 2 of Article VI is deleted in its entirety and the following is substituted in lieu thereof:

Each single family dwelling shall have an enclosed, heated living area of the main structure, exclusive of open porches, garages and other permitted unheated spaces, of not less than 2,500 square feet for one-story dwellings. Dwellings with more than one story shall have an enclosed, heating living area of the main structure, exclusive of open porches, garages and other permitted unheated spaces, of not less than 3,000 square feet with not less than 1,750 of the total square footage on the ground floor. All residential dwellings must have a garage accommodating at least two (2) vehicles under roof.

3. By deleting paragraph 3 of Article VI and substituting the following in lieu thereof:

Garages shall have only rear or side car entrances in relation to the "front line" of the Dwelling Unit or Lot on which the same is located. All driveways shall be constructed of either concrete, asphalt or other decorative type of material approved by the Architectural Review Committee.

JUDITH A GIBSON REG OF DEEDS MECK NC  
BK: 08316 PG: 0815/0817 #:0892 12:00  
FILED FOR REGISTRATION 10/03/95 15:45

*File*

- 5: 4. By adding the following language to Article VI, Paragraph

All construction structures, equipment and materials, including without limitation, dumpsters, trash containers and portable toilets and lavatories shall kept off of all road rights-of-way and in no event shall be located within thirty feet (30') of the center line of any public right-of-way.

5. The first sentence in Paragraph 12 of Article VI is hereby revised to read as follows:

Unless located within enclosed garages, no trailer of any kind or type, motor home, recreational vehicle, tractor trailer truck, commercial truck, boat or water craft of any type shall be kept, maintained or located upon any Lot; provided, however, the Architectural Review Committee in its sole discretion, may waive this requirement in any instance when an Owner presents to the Committee plans for permanent screening that the Committee finds aesthetically acceptable for the purpose of permanently screening any of the aforesaid from view of all other Lots and from the streets that are within view of the Lot in question.

6. By adding the following additional sentence to Paragraph 12 of Article VI:

Automobiles and non-commercial trucks owner used for personal or household purposes only which are permitted within the Subdivision shall be parked only on driveways or in such other areas or within such structures as are approved by the Architectural Review Committee.

IN WITNESS WHEREOF, this Certification of Amendments to the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision is made as of the 20th day of September, 1995, and the amendments contained herein shall be effective as of the 20th day of September, 1995.

Jeanne C. McKinney  
Secretary, Royal Oaks Homeowners  
Association, Inc.

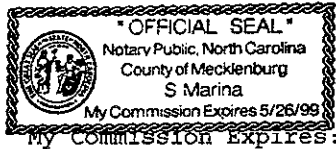
NORTH CAROLINA

MECKLENBURG COUNTY

NOTARY ACKNOWLEDGEMENT

I, S. Marina, a notary public for the county and state aforesaid do hereby certify that Jeannie McKinney, personally appeared before me this day and, being first duly sworn, acknowledged that he/she is the secretary of the Royal Oaks Homeowners Association, Inc. and did certify the due execution and adoption of the foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions of the Royal Oaks Subdivision.

This the 29th day of September, 1995.



S. Marina  
Notary Public

(notarial seal)

ATTY\TGS\9\ROYALOK.CER

State of North Carolina, County of Mecklenburg

The foregoing certificate(s) of S. Marina

Notary(ies) Public is/are certified to be correct. This 3rd day of October, 1995.

JUDITH A. GIBSON, REGISTER OF DEEDS By Cassidy W. Mazzitelli Deputy Register of Deeds

PREPARED BY AND RETURN TO:  
DeLaney and Sellers, P.A.  
Box 91

FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
BOOK: 1999 PAGE: 149-150 FEE: \$9.00  
INSTRUMENT # 1999043162

CERTIFICATION OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ROYAL OAKS SUBDIVISION

The undersigned, being the secretary of the Royal Oaks Homeowners Association, Inc., does hereby certify that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision recorded in Book 5900, at Page 23 of the Mecklenburg County Public Registry was duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the Owners and Members by written ballot of the membership completed on Dec 31/1998, 1999.

1. By deleting paragraph 11 of Article VI and substituting the following in lieu thereof:

No outside clotheslines shall be permitted. No satellite dishes over 24 inches in diameter shall be permitted. The mounting location of all satellite dishes must receive approval by the Architectural Review Committee prior to mounting. In determining the mounting location, the Committee shall endeavor to have the satellite dish mounted at a location where it is concealed from all lots and open spaces. However, if reception placement requirements of the satellite dish make such concealment from view impossible, the Committee will approve the mounting location at which the dish will be least visible from all lots and open spaces.

IN WITNESS WHEREOF, this Certification of Amendment to the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision is made as of the 1st day of March, 1999, and the amendment contained herein shall be effective as of the 1st day of March, 1999.

Jeanne C. McKinney  
Secretary, Royal Oaks Homeowners Association, Inc.

NORTH CAROLINA

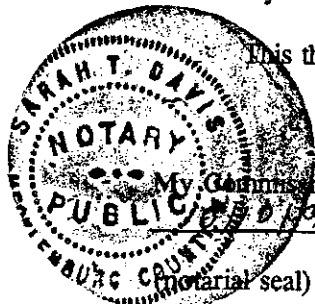
MECKLENBURG COUNTY

NOTARY ACKNOWLEDGMENT

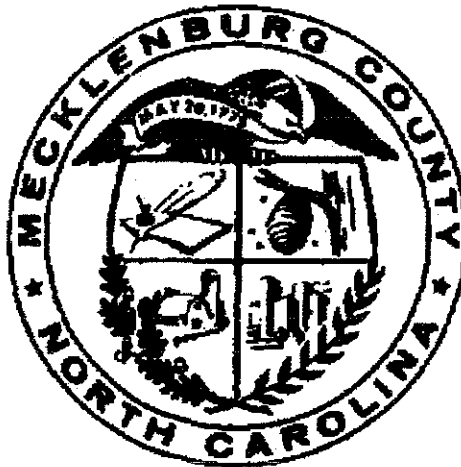
I, Sarah T. Davis, a notary public for the county and state aforesaid do hereby certify that Jeanne C. McKinney, personally appeared before me this day and, being first duly sworn, acknowledged that he/she is the secretary of the Royal Oaks Homeowners Association, Inc. and did certify the due execution and adoption of the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of the Royal Oaks Subdivision.

This the 1st day of March, 1999.

Sarah T. Davis  
Notary Public



My Commission Expires: 10/10/99  
(notarial seal)



JUDITH A. GIBSON  
REGISTER OF DEEDS , MECKLENBURG COUNTY  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE NC 28202

\*\*\*\*\*  
Filed For Registration: 03/11/1999 03:10 PM  
Book: RE 10316 Page: 149-150  
Document No.: 1999043162  
RESTR 2 PGS \$8.00

Recorder: NANCY JONES


\*\*\*\*\*  
State of North Carolina, County of Mecklenburg

The foregoing certificate of SARAH T. DAVIS Notary is certified to be correct. This 11TH of March 1999

JUDITH A. GIBSON, REGISTER OF DEEDS By: Nancy Jones  
Deputy/Assistant Register of Deeds



1999043162

FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2005 NOV 04 03:44 PM  
BK: 19593 PG: 830-838 FEE: \$35.00  
INSTRUMENT # 2005222540  
  
2005222540

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

Drawn By & Mail to:  
G. Patteson Williams  
P.O. Box 2009, Cornelius, NC  
28031

ROYAL OAKS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS is made effective the 5<sup>th</sup> day of November, 2005 by ROYAL BUILDING COMPANY, LLC, of Mecklenburg County, North Carolina, a North Carolina Limited Liability Company, hereinafter referred to as "Declarant".

STATEMENT OF PURPOSE

Declarant is the owner of a tract of land located in Deweese Township, Mecklenburg County, North Carolina, consisting of 9.9915 acres, more or less, lying on the north side of Mayes and being described in Deed Book 19398, Page 545, and in Map Book 44, Page 513 of the Mecklenburg County Registry, reference to which is hereby made. Declarant desires to create thereon an exclusive low-impact subdivision community of a single-family residences to be named Royal Oaks.

Declarant desires to preserve the open space and maintain the rural heritage and insure the attractiveness of Royal Oaks and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Royal Oaks and to provide for the maintenance and upkeep of all common areas in said subdivision. To this end the Declarant desires to subject the real property described herein together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, Declarant, by this Declaration of Covenants, Conditions, and Restrictions, does declare that all of the property described herein, and such additions thereto as may be hereafter made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, and restrictions, easements, charges and liens set forth in this Declaration which shall run with the real property and be binding on all parties owning any right, title, or interest in said real property or any part thereof; their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Royal Building Company, LLC ("RBC, LLC"), and also shall mean and refer to any person, firm, or corporation which shall also be designated as a "Declarant" by RBC, LLC hereafter. The Declarant is sometimes referred to as Builder, due to the fact that the Declarant shall serve as the exclusive Builder in the subdivision.

Section 2. "Development" shall mean and refer to Royal Oaks, a single-family low-impact subdivision proposed to be developed on the Properties by the Declarant.

Section 3. "Lot" shall mean and refer to any plot of land with delineated boundary lines, appearing on the survey of Royal Oaks.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including the Declarant if he owns any Lots, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean and refer to the "Existing Property" described in Article II, Section 1 hereof, and such additions thereto as may hereafter be made subject to this Declaration.

#### ARTICLE II

##### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Mecklenburg County, North Carolina, and is more particularly described on the plat recorded in Map Book 44 at Page 513 in the Mecklenburg County Public Registry.

Section 2. Additions to Existing Property.

(a) Additional land (or easements or rights-of-way to such land) which is contiguous to the Existing Property may be brought within the scheme of this Declaration, in future stages of development.

(b) The additions authorized under subsection (a) directly above shall be made by filing Supplementary Declarations of Covenants, Conditions, and Restrictions with respect to the additional properties in the Mecklenburg County, North Carolina, Public Registry which shall extend the scheme of this Declaration to such properties and thereby subject such additions to the benefits, agreements, restrictions, and obligation set forth herein, including, but not limited to, assessments as herein determined.

#### ARTICLE III

##### PRIVATE DRIVE, COMMON AREA AND ROAD MAINTENANCE AGREEMENT

Section 1. Private Drive. Declarant intends to construct a private drive into the subdivision over a forty (40) foot ingress and egress easement with an approximate paved width of fifteen (15) feet with turnouts, with the approximate location and dimensions as shown within the delineated common area on the recorded plat. The Declarant reserves the exclusive right to alter or modify the road, as conditions, in the sole opinion of the Declarant, dictate.

Section 2. Common Area and Road Maintenance Agreement. It is understood that Lauren Lane, as shown on the aforementioned plat of Royal Oaks Subdivision, shall be a private, undedicated roadway. Each individual grantee, or owner, of any lot shown on the aforementioned plat, and his heirs, successors and assigns, shall be entitled to an easement and right of way in, over and upon said road and common area, as shown on said plat, for the purpose of access to said lot from the publicly maintained portion of Mayes Road; such easement to be perpetual and to run with the land. Each original grantee, or owner, of any one or more of the lots described hereinabove agrees, by acceptance of the deed of conveyance of said lot subject to these restrictive covenants, for himself, his heirs and assigns, that he will promptly pay, upon demand, his pro-rata share of all reasonable costs of maintenance of the common area and said roadway and its pavement, shoulders and ditches, including such signs, entryway markers and fences as Declarant may establish at the entrance to the subdivision. All of such costs and expenses shall be apportioned on a per lot basis. Such expenses shall be payable to any such homeowner's association as may hereafter be formed or, if no such organization is formed, to Declarant. Such Homeowner's Association, or Declarant, as the case may be, shall be responsible for performing such maintenance work. If any lot owner shall fail or refuse to pay his prorata share of such costs, the same shall constitute a lien upon such lot until paid and shall bear interest from the date of demand. Nothing herein shall be construed to require Declarant to incur personal liability for any such costs. The lien provided for hereinabove may be enforceable by the Homeowner's Association or by Declarant or by the other Lot Owners in an action at law or by foreclosure, as in the case of mortgages.

## ARTICLE IV

### ARCHITECTURAL CONTROL

Section 1. Definitions. For purposes of this Article IV, the following terms shall have the following meanings unless the context clearly requires a different meaning:

- (a) "accessory building" means every detached garage, carport, toolshed, storage or utility building, wellhouse, guest quarters, cabana or other similar building constructed on a Lot which is not a dwelling;
- (b) "buildings" mean accessory buildings and dwellings;
- (c) "dwelling" means a building constructed for single-family residential use but excluding guest quarters or other similar quarters; and
- (d) "improvements" or "structures" mean building and all walls, wells, septic systems, fences, decks, patios, planters, terraces, swimming pools, tennis courts or anything else constructed or placed on a Lot.

Section 2. General Guidelines. Listed hereinafter are guidelines which are not intended to be absolute and complete guidelines, but address certain critical areas which will be carefully considered by the Declarant in the approval or disapproval of an Owner's plans and specifications:

- (a) Every dwelling constructed on a Lot shall contain at least 3000 square of fully enclosed and heated floor area exclusive of roofed or unroofed porches, decks, patios, terraces, attached garages and accessory buildings;
- (b) No structures (except fences or walls approved by Declarant) may be erected above grade except within the following setbacks:
  - (i) Forty (40) feet from the front boundary line of each lot (i.e., the boundary line which runs with the margin of the right-of-way of the road on which the Lot fronts);
  - (ii) Forty (40) feet from each side line of the Lot unless this requirement is waived by Declarant due to topographical factors which make construction within such setbacks unduly expensive or impossible;
  - (iii) Forty (40) feet from the rear line of each lot unless this requirement is waived by Declarant due to topographical factors.
- (c) Declarant has the right to decide in his sole and absolute discretion the precise site and location of any structure placed upon any Lot; provided, however, that the Owner shall be given the opportunity to recommend a specific site for such structure.
- (d) All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be located or placed on any such Lot.
- (e) All structures approved by Declarant must be completed within one (1) year after the receipt of such approval; provided, however, the Declarant may waive this requirement if construction delays have been caused by strikes, war, fire, acts of God, material shortages or other events which render the completion of construction within such time impossible, in the sole discretion of Declarant.
- (f) Each Lot that is improved by the construction of a residence thereon shall be landscaped to the extent of that portion of the Lot lying in front and to each side of said residence. Landscaping shall include the proper grading of the Lot and seeding it for lawn purposes. (See also Section 4 of this Article III).



Section 3. Approval of Plans, Specifications, and Construction. In addition to the requirement imposed by all applicable governmental agencies governing the issuance of building permits and certificates of occupancy, no structure shall be erected on any Lot without the approval of the Declarant as provided in this section.

- (a) Owner acknowledges that acceptance of the deed is also acknowledgment that Declarant shall serve as the Exclusive Builder for Royal Oaks, subject to the Construction Agreement and Right of First Refusal approved by Owner and Declarant at the time of Lot Purchase Contract and executed at the time Owner acquired a Lot in Royal Oaks.
- (b) Prior to commencing any construction on a Lot, and after consultation with Declarant, the Owner thereof shall submit to the Declarant all building plans and specifications (the "Plans") covering such construction. The Plans shall contain the following: (i) foundation plans, (ii) floor plans of all floors, (iii) elevation drawings of all exterior walls, (iv) roof plan, (v) plot plan showing location and orientation of all structures (including accessory buildings) proposed to be built on the Lot with the setback lines set forth in Section 2 above drawn in, (vi) well and septic system (vii) the square footage of the proposed structures and (viii) samples of appropriate description of materials and exterior colors. The Owner shall also submit samples of all proposed building materials as may be requested by Declarant.
- (c) The Declarant shall have the absolute and exclusive right to refuse to approve the proposed Plans or make recommendations for modifications in the Plans. In passing upon such Plans and samples, the Declarant may take into consideration the suitability and desirability of the proposed construction and the proposed materials to the Lot involved, the quality of the proposed workmanship and materials, and the harmony of the external design with the natural features and the existing structures of the surrounding neighborhood and the appearance of such proposed improvements as viewed from neighboring Lots. If the Declarant approves the construction of such improvements, he shall approve the plans and commence construction on a schedule mutually agreeable to the Lot Owner, but within the parameters and requirements of the Construction Agreement.
- (d) Upon completion of approved construction, the Declarant shall have the improvement inspected to insure that the approved Plans and samples were complied with by the Owner. No structure may be occupied or used until the issuance by the County of a certificate of compliance or certificate of occupancy.

Section 4. Landscaping. Each Owner shall have completed lawn seeding and foundation planting in and around the structure within two (2) months of issuance of the completion certificate for the structure as provided in Section 3 (d) of this Article; provided, however, the Declarant may waive this requirement if delays have been caused by reason of any of the events described in Section 2 (e) of this Article.

Section 5. Approval of Changes in Structure. After completion of approved construction and issuance of a compliance certificate as provided in Section 3(d) of this Article, no material change shall be made to any structure on a Lot without the approval of the Declarant. prior to making any material changes to any structure on a Lot [such changes to include without limitation any addition to the existing structure, any construction or addition of an accessory building or any change (including changes in color) in the exterior wall covering], the Owner shall submit to the Declarant all plans and specifications covering such proposed change. The Declarant shall have the absolute and exclusive right to refuse to approve the proposed plans and shall notify the Owner of his approval or disapproval within thirty (30) days of receipt of the plans from the Owner.

Section 6. Remedies in the Event of Certain Non-Compliance.

- (a) In the event the Owner has not submitted Plans to the Declarant in the manner and to the extent required by, and within the time period prescribed in, Section 3(a) of this Article, or in the event the Declarant (acting reasonably and in good faith) fails to issue

the approval required by Section 3(c) of this Article, the Declarant shall have the right, but shall not be obligated, to repurchase the Owner's Lot at the original price paid for the Lot by the Owner. The closing of any such repurchase by the Declarant shall occur within thirty (30) days of the mailing of written notification to the Owner advising the Owner of the event hereunder giving rise to such right of repurchase. The owner shall tender all such instruments (including a general warranty deed) as may be necessary to close such repurchase and shall otherwise cooperate with the Declarant in effecting such repurchase.

- (b) In the event the Owner has not completed construction of any structure within the time period prescribed in Section 2(e) of this Article, or in the event the Owner has not completed the landscaping in and around the structure within the time period prescribed in Section 4 of this Article, the Declarant shall have the right, but shall not be obligated, to cause such construction or landscaping to be completed on behalf of the Owner in accordance with the Plans, and all costs and expenses of the Declarant or his agents, employees or contractors in so completing the construction or landscaping shall constitute a lien on the Owner's Lot until paid or discharged with the written consent of the Declarant. If any such costs or expenses associated with completion of a structure on the Owner's Lot are not paid to declarant by the Owner within thirty (30) days after completion of the structure, Declarant shall have the right, but shall not be obligated, to foreclose on the lien created hereby and cause the Owner's Lot together with any improvements thereon to be sold and to receive first from the net proceeds of sale (net of all direct costs of selling the Lot), his costs and expenses in completing any structure on the Owner's Lot.

## ARTICLE V

### USE RESTRICTIONS

Section 1. Land Use. All Lots shall be used for residential purposes only, and common recreational purposes auxiliary thereto, and for no other purpose. Only one family may occupy a Lot as a principal residence at any one time. Declarant may maintain a sales office, models and construction office on any Lot until all Lots have been sold. Homeowners may not conduct a commercial business of any kind on the property without the express written approval of Declarant.

Section 2. Nuisance. No noxious or offensive activity shall be conducted upon any Lot or in any dwelling nor shall anything be done thereon or therein which may be, or may become, an annoyance or nuisance to the neighborhood. Examples of noxious or offensive activities include, but are not limited to, motorcycle trail riding and working on "hobby" race or show vehicles.

Section 3. Temporary Structures. No structure of a temporary nature shall be erected or allowed to remain on any Lot unless and until permission for the same has been granted by Declarant.

Section 4. Mobile Homes, Modular Homes, Trailers and Temporary Structures. No mobile home, modular home, trailer or temporary house, temporary garage, or other temporary building shall be placed or erected on any Lot; provided, however, that the Declarant may grant permission for temporary structures for storage of materials during construction. No such temporary structure as may be so approved shall be used at any time as a residence.

Section 5. Signs. No signs or other advertising devices shall be displayed upon any Lot, or in the facilities thereon, without prior written permission of the Declarant. Declarant or any Owner, however, may post temporary "for sale" signs (not to exceed 24" x 36") on the Properties until such time as any Lot owned by Declarant or such Owner has been sold.

Section 6. Plumbing; Central Water and Sewer.

- (a) All plumbing, dishwashers, toilets, and sewage disposal systems shall be connected to a sewage system approved by the appropriate government authority. The applicable government authority must certify that such system

may be used prior to the use and occupancy of any dwelling on the Lot.

- (b) In the event that any water or sewer system provided by any city, town, county water or sewer authority or other unit of government should be, or hereafter become available to serve the Development, each Owner shall take such action as is necessary to accept such system(s) for use in the Development.

**Section 7. Removal of Trees, Vegetative Buffer and SWIM Buffer.**

- (a) No living trees measuring ten (10) inches or more in diameter at ground level may be removed unless such trees are located within ten (10) feet of the dwelling or any accessory building. No trees shall be removed from any Lot until the Owner is ready to commence construction without the consent of the Declarant.
- (b) All governmental and municipal restrictions with respect to the 100' SWIM buffer shall be strictly followed by the owner of Lot 5.

**Section 8. Animals and Livestock.** No horses shall be permitted. Household pets, such as dogs [no more than three (3)], and cats [no more than three (3)], may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

**Section 9. Fuel Tanks and Garbage Containers.** All fuel storage tanks above twenty (20) gallons shall be buried below the surface of the Lot. All outdoor receptacles for ashes, trash, rubbish, or garbage shall either be installed in the ground or screened or placed so as not to be visible from the street, or any other Lot.

**Section 10. Maintenance.** All Owners shall keep their Lots, whether occupied or unoccupied, free of all tall grass, undergrowth, dead, diseased or decaying trees, weeds, trash, rubbish, and debris and shall keep all Lots in a neat and attractive condition. All improvements erected on Lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair.

**Section 11. Vehicles and Parking.** Each Owner shall provide space for parking for at least two (2) automobiles on his Lot prior to occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Declarant. No vehicle shall be parked on any street except on a temporary basis. No truck shall be parked for storage overnight on any Lot so as to be visible to the occupants of other Lots, or the users of any street. No boat, motor home, travel trailer, or other recreational vehicle may be stored overnight on any Lot unless the same be within an enclosed garage or area not visible from the streets or from other adjoining dwellings.

**Section 12. Antennas.** No radio or television aerial antenna or T.V. satellite dish or other external electronic equipment or device may be installed or maintained on any exterior of any structure erected on a Lot unless the location, size, and design has been approved by the Declarant.

**Section 13. Reconstruction.** Any building on any Lot which is destroyed by fire, windstorm, flood, or other act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building, with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction, or if no reconstruction is to occur, then all such debris must be removed and the Lot restored to its prior condition within six (6) months of such destruction.

**Section 14. Subdivision.** No Lot shall be subdivided or its boundary lines changed without the written consent of the Declarant. However, the Declarant hereby expressly reserves to himself, his successors or assigns, the right to replat any two (2) or more Lots shown on the recorded plat map so long as the revision does not violate the requirements of a low impact subdivision.

**Section 15. Interval Ownership.** No Owner may lease, deed, sell, convey, or otherwise transfer his Lot under any time-share or interval ownership arrangement.

Section 16. Hazardous Activities. Nothing shall be done or kept on any Lot which will increase the rate of insurance on any other Lot without the prior written consent of the Declarant. No Owner shall permit anything to be done or kept on his Lot which would be in violation of any law.

Section 17. Regulations. Reasonable regulations governing the external appearance of all structures erected on the Lots may be made and amended from time to time by the Declarant. Copies of such regulations and amendments thereto shall be furnished to each Owner by the Declarant upon request.

Section 18. Compliance. In the event that the owner of the Lot fails to comply with any of the restrictions set forth in this Article or the rules and regulations subsequently promulgated by the Declarant, the Declarant shall have the right, but not the obligation, to enter any Lot and undertake the necessary action in order cure such Owner's default. All expense and cost incurred by the Declarant curing such default shall be charged to the defaulting Owner, shall be payable by such Owner to the Declarant immediately upon demand and shall constitute a lien on the applicable Lot until Lot is full paid.

## ARTICLE VI

### EASEMENTS

Section 1. Easements Reserved by Declarant. Declarant reserves easements for the installation and maintenance of driveways, walkways, parking areas, water lines, telephone and electric power lines, cable television lines, sanitary sewer and storm drainage facilities, pumping and lift stations, silt fences, drainage ditches and for other utility installations over the Properties. Each Owner, by his acceptance of a deed to a Lot, acknowledges such reservation and the right of Declarant to transfer such easements to such utility companies as Declarant may choose. The easements reserved by the Declarant include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development.

The easements reserved by the Declarant may be shown on the recorded plat, however the Declarant will make every reasonable effort, given topographical restraints, to locate utilities along the borders of each respective lot. Declarant further reserves the right to locate wells, pumping stations, lift stations and tanks within any residential Lot designated for such use on any recorded Plat Map or upon any Lot adjacent to such designated Lot with the permission of the Owner of such adjacent Lot, which permission will not be unreasonably withheld.

Within any such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. In addition, the Declarant or such utility company shall have the continuing right and easement to maintain any water lines located in the Lots, however both the routine and emergency costs of the utilities shall be borne by the respective Lot Owners benefitted by the particular utility.

Section 2. Easements Reserved for the Benefit of Lots 2, 3, 4, and 5 for Septic Drain Lines, Drainfields and Drainfield Repair Areas. Declarant reserves easements appurtenant as shown on Map Book 44, Page 513, the precise location to be determined within the delineated easement areas by Declarant in consultation with necessary parties, for location of septic drain lines, septic drainfields and septic drainfield repair areas. Included herewith is the continuing right and easement to access said drain lines and repair areas as reasonably necessary for routine or emergency maintenance and repair. If municipal sewer becomes available and the owner of one of the lots elects to tap onto municipal sewer the easement shall terminate.

PREPARED BY AND RETURN TO:  
DeLaney and Sellers, P.A.  
Box 91

FOR REGISTRATION JUDITH A. GIBSON  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
1999 MAR 11 03:10 PM  
BOOK: 10316 PAGE: 149-150 FEE: \$9.00  
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CERTIFICATION OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ROYAL OAKS SUBDIVISION

The undersigned, being the secretary of the Royal Oaks Homeowners Association, Inc., does hereby certify that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision recorded in Book 5900, at Page 23 of the Mecklenburg County Public Registry was duly adopted by the affirmative vote of not less than seventy-five percent (75%) of the Owners and Members by written ballot of the membership completed on Dec 31/1998, 1999.

1. By deleting paragraph 11 of Article VI and substituting the following in lieu thereof:

No outside clotheslines shall be permitted. No satellite dishes over 24 inches in diameter shall be permitted. The mounting location of all satellite dishes must receive approval by the Architectural Review Committee prior to mounting. In determining the mounting location, the Committee shall endeavor to have the satellite dish mounted at a location where it is concealed from all lots and open spaces. However, if reception placement requirements of the satellite dish make such concealment from view impossible, the Committee will approve the mounting location at which the dish will be least visible from all lots and open spaces.

IN WITNESS WHEREOF, this Certification of Amendment to the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision is made as of the 1st day of March, 1999, and the amendment contained herein shall be effective as of the 1st day of March, 1999.

Jeannie C. McKinney  
Secretary, Royal Oaks Homeowners Association, Inc.

NORTH CAROLINA

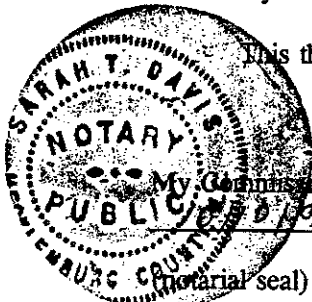
MECKLENBURG COUNTY

NOTARY ACKNOWLEDGMENT

I, Sarah T. Davis, a notary public for the county and state aforesaid do hereby certify that Jeannie C. McKinney, personally appeared before me this day and, being first duly sworn, acknowledged that he/she is the secretary of the Royal Oaks Homeowners Association, Inc. and did certify the due execution and adoption of the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions of the Royal Oaks Subdivision.

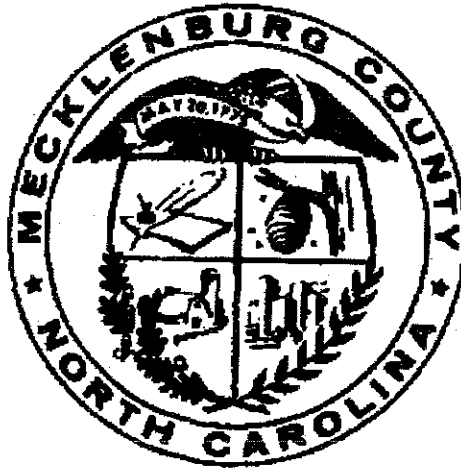
This the 1st day of March, 1999.

Sarah T. Davis  
Notary Public



My Commission Expires: 10/10/99

(notarial seal)



JUDITH A. GIBSON  
REGISTER OF DEEDS , MECKLENBURG COUNTY  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE NC 28202

\*\*\*\*\*  
Filed For Registration: 03/11/1999 03:10 PM  
Book: RE 10316 Page: 149-150  
Document No.: 1999043162  
RESTR 2 PGS \$8.00

Recorder: NANCY JONES

\*\*\*\*\*  
State of North Carolina, County of Mecklenburg

The foregoing certificate of SARAH T. DAVIS Notary is certified to be correct. This 11TH of March 1999

JUDITH A. GIBSON, REGISTER OF DEEDS By: Nancy B. Jones  
Deputy/Assistant Register of Deeds



1999043162

FOR REGISTRATION J. DAVID GRANBERRY  
REGISTER OF DEEDS  
MECKLENBURG COUNTY, NC  
2009 JUL 30 03:27:03 PM  
BK: 24974 PG: 46-64 FEE: \$65.00

INSTRUMENT # 2009109179



Certification Prepared by and return to: Sellers, Hinshaw, Ayers, Dortch & Lyons, P.A. (Box 91) KC

**CERTIFICATION OF AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF ROYAL OAKS SUBDIVISION**

This **CERTIFICATION OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROYAL OAKS SUBDIVISION** is made pursuant to Article VIII, Section 5 ( c ) of the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision recorded in Book 5900, Page 0023 of the Mecklenburg County Registry ("Declaration"), and is effective upon recordation in the Mecklenburg County Public Registry.

The Declaration provides in Article VIII, Section 5 ( c ) for its amendment by the affirmative vote of seventy-five percent (75%) of the Owners. In accordance with the requirements of the Declaration, as well as N.C.G.S. § 55A-7-08, the following Amendment was approved by the affirmative vote of seventy-five percent (75%) of the Owners. Accordingly, the due and proper adoption of following Amendment is hereby certified by the President and the Secretary of the Association for recordation.

**NOW, THEREFORE**, with the affirmative vote of not less than seventy-five percent (75%) of the Owners, the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision is amended as set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision as set forth below beginning on the next page:

**AMENDED AND RESTATED DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS OF ROYAL OAKS SUBDIVISION**

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## **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ROYAL OAKS SUBDIVISION**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS is made by the undersigned owners of not less than seventy-five percent (75%) of the lot owners in Royal Oaks pursuant to Article VIII, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision recorded November 7, 1988 in Book 5900 at page 23 through 37 in the Mecklenburg County Public Registry ("Original Declaration") and amended on December 31, 1998. The Original Declaration as referred to herein shall also include the Declaration of Restrictions recorded November 7, 1988 and amended December 31, 1988.

### **STATEMENT OF PURPOSE**

On November 7, 1988, Performance Investments, Inc., a North Carolina Corporation, as Declarant, recorded the Original Declaration. The Original Declaration applied initially to the property shown on maps recorded in Map Book 22 at Page 747 and Map Book 22 at Page 746.

This Amended and Restated Declaration is being executed and recorded for the purpose of amending, restating and consolidating the terms and provisions applicable to the Properties in a single document to be applicable to the entire Royal Oaks subdivision which is administered by the Royal Oaks Homeowners Association, Inc. Unless specifically provided to the contrary in the instrument, this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Royal Oaks Subdivision shall replace and be applicable to the Properties in lieu of the Original Declaration and the Supplements and Amendments from and after the date of its recordation in the Mecklenburg County Public Registry.

### **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to Royal Oaks Homeowners Association, Inc., a not for profit North Carolina Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to any contract buyer and/or the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of any of the property made subject to this Declaration.

Section 3. "Property" shall mean and refer to that certain property shown on plats recorded in Map Book 22 at Page 747 and Map Book 22, Page 746 in the Office of the Mecklenburg County Register of Deeds. The terms "Property" and "Subdivision" and "Royal Oaks" are interchangeable.

Section 4. "Lot" shall mean and refer to any improved or unimproved building lot shown upon any recorded subdivision plat of the Property.

Section 5. "Dwelling Unit" shall mean and refer to the completed single family home located upon a

Lot.

Section 6. "Governing Documents" shall mean and include this Declaration, the Association's Articles of Incorporation and Bylaws, and the Association's rules and regulations.

Section 7. "Committee" shall mean the Architectural Control Committee established by the Association for the purpose of administering architectural control as provided in Article V of this Declaration.

## **ARTICLE II**

### **RIGHTS AND DUTIES OF THE ASSOCIATION AND PROPERTY OWNERS ASSESSMENTS**

Section 1. *Owner's Easements of Enjoyment.* The Association and every Owner shall have a right and easement of ingress, egress, and regress over the roads within the property, to be used in common with others, for the purpose of providing access to Lots owned or dwelling units owned by the owner for himself, his family, agents, licensees and invitees, subject to the provisions of this Declaration.

Section 2. *Association Right's.* The Association shall have the right to promulgate and enforce reasonable rules and regulations governing activity on or the use of the Properties as outlined in these covenants, conditions and restrictions.

Section 3. *Annual Assessments.*

- (a) The Association shall have the right, from time to time, to establish a reasonable assessment to be paid by each owner to be used to pay the operating and administrative expenses of the Association, i.e. paying the costs of insurance related to the management of the Association. This would also include without limitation, the maintenance, upkeep and repair of the front entrance brick work, landscaping, lighting and irrigation, as well as planting and maintenance of shrubs, trees and seasonal flowers at the entrance.
- (b) Commencing January 1, 2008, the annual assessment shall be \$160.00 per lot payable by the Owner thereof, which annual assessment shall be due and payable on January 1 of each year or at such other time or times as hereinafter provided by the Board of Directors of the Association.
- (c) The annual assessment may be increased or decreased during any calendar year by the Board of Directors of the Association without a vote of the membership, to an amount not more than ten (10%) percent in excess of the annual assessment for the previous year. A majority vote of voting members of the Association must approve an increase or decrease in the yearly assessment if the increase or decrease exceeds the assessment for the previous year by more than ten (10%) percent.
- (d) Not later than December 1 of the year in which annual assessments commence, and on the same date of each year thereafter, the Board of Directors of the Association shall have determined and shall have given written notice to each owner of the annual assessment affixed against each owner for the immediately succeeding calendar year.

Section 4. Special Assessments.

In addition to the annual assessment, the Association may levy yearly special assessments in any calendar year for the purpose of supplementing the annual assessment if the same are inadequate to pay the reasonable maintenance expenses and operating costs of the Association as described in Section 2 (a) hereof; provided that any such special assessments shall have the assent of a majority of the voting members of the Association at a duly called meeting. A special assessment may differ in amount as between owners of Dwelling Units and owners of unimproved Lots, provided that any difference is reasonable and equitably determined.

Section 5. Removal of Obstructions and Unsightly Growth, Debris and Materials.

- (a) The Association without notice, may remove any obstructions of any nature located within road rights-of-way (including but not limited to trees, shrubs, and mailboxes) which, in the opinion of the Association, might either produce a hazard or might interfere with the ability or willingness of the State of North Carolina (or agency or department thereof) to maintain the roads.
- (b) The Association shall have the right, in its sole discretion to charge back the actual cost of removing obstructions against the Owner who directly or through his agents, contractors or invitees caused or permitted the obstruction to be placed in the road right-of-way, and such Owner shall indemnify and save the Association harmless from all liability, claims, damages and expense imposed upon the Association, at law or in equity, caused by or resulting from the placement of the obstruction in the road right-of-way. In the event that the Owner responsible for such charge or liability, as aforesaid, fails and refuses, after demand by the Association to pay said charge or liability, then the Association shall have a lien against his Lot thereon and may enforce collection of the charge or liability, together with reasonable attorneys' fees, by any and all remedies afforded by law or in equity, including without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such charge or liability shall become a charge against the said lot or dwelling unit.
- (c) If the Association, in its sole discretion, determines that any Lot has become unsightly due to grass or weeds being left unmowed, or due to debris of any nature having accumulated on the Lot, then the Association shall have the right from time to time to enter the said lot, for the purpose of mowing the grass or removing the debris. At least ten (10) days prior to entering a Lot for said purpose, the Association shall advise the Owner by letter, sent to his last-known address, of the action to be taken if the Owner does not remedy the problem within the said ten (10) day period. The Association shall take reasonable steps to avoid damage to any trees planted on such Lot, to the extent that the Association has been put on written notice in advance by the Owner of the approximate location on a chart or map of such Lot showing the location of planted trees to be avoided.
- (d) The Association shall have the right, in its sole discretion, to pay from the above-described assessments for costs as are reasonably necessary to allow it to cut the grass, weeds and underbrush and to remove debris and to charge the Owner of the Lot with the actual cost of the Association of such cutting and/or removal. In the event that such Owner fails or refuses, after demand by the Association, to pay such cost, then the Association shall have a lien against said Lot for such cost and may enforce collection of said cost, together with reasonable attorneys' fees by any and all remedies afforded by law or equity,

including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid cost and said associated collection expenses shall be a charge against said lot.

Section 6. Duty to Make Repairs,

Each owner of a Lot shall be solely responsible for any repairs to a road right-of-way caused by the negligent act or acts of said owner, his or her invitees, agents, licensees, or guests.

Section 7. Late Charges and Interest on Unpaid Assessments. Any assessment not paid within thirty (30) days after the due date shall be subject to such late charges and shall bear interest at a rate per annum as shall be determined by the Board of Directors of the Association, which interest rate shall not exceed the highest rate of interest allowed by law. The initial late charge imposed for late payment of any assessment is \$50.00 and shall be charged as to any assessment that is not paid within 30 days of its due date. The initial interest rate for late payment is 18% per year (1.5% per month) which shall commence to accrue on any assessment or other account balance that is not paid within 30 days of the date due. The initial date upon which liens may be filed for failure to make payment of assessments and other charges is 30 days after the due date. The Board of Directors may change the initial late charge, interest rate, due dates and lien assessment dates by majority vote of the Directors.

Section 8. Lien for Unpaid Assessments.

(a) In the event that the Owner of any Lot fails and refuses, after demand by the Association, to pay any annual or special assessment, then the Association shall have a Lien against said lot and may enforce collection of said assessment, together with reasonable attorneys' fees by any and all remedies afforded by law or equity, including, without limitation, the filing of a notice of lien and perfecting the same as by law provided, to the end that such unpaid assessment together with the costs and expenses of collection, including without limitation, reasonable attorneys fees, shall be a charge and lien against said lot.

(b) To secure the payment of the annual and special assessments as are levied by the Association, together with the costs of collection, including attorney's fees, all such charges shall be a continuing lien upon the Lot against which the assessments are made. Such charges shall also be the personal obligation of the person(s) who were the owner or owners of such Lot at the time the assessment came due. The personal obligation shall remain a lien upon the Lot upon transfer of title but shall not become the personal obligation of the purchasers thereof unless expressly assumed by them.

(c) No lien upon any Lot for assessments or costs of collection shall be senior to any first lien mortgage or first lien deed of trust regardless of the fact the lien arose prior to the date and time of recording of any such first lien mortgage or deed of trust. Neither shall any first mortgagee nor the beneficiary of any such first lien deed of trust nor any federal or state agencies or instrumentalities (including without limitation, the Veterans Administration and the Federal Housing Administration) that acquire title to any such Lot whether as a result of foreclosure of said Lot or the conveyance to the holder of such indenture in lieu of foreclosure or as the result of any such agency or instrumentality becoming the owner of such Lot as a result of having insured or guaranteed the loan secured by the mortgage or deed of trust that was subject to foreclosure or a deed in lieu thereof.

Section 9. Other Association Programs and Benefits.

Additionally, the Association shall provide such other programs and benefits for the Owners approved by a majority vote of a quorum of members present in person or by proxy at meeting duly called for such purpose at which a quorum was present and acting throughout.

**ARTICLE III**  
**MEMBERSHIP, VOTING RIGHTS, OFFICERS AND MEETINGS**

Section 1. Membership. Every owner of a Lot which is subject to this Declaration shall be a member of the Association. Membership is appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of the lots. The owner(s) of each Lot shall be entitled to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be members and the voting rights appurtenant to said Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Board of Directors. There shall be five (5) members of the Board of Directors of the Association who shall serve until such time as their successors are duly elected and agree to serve. The Directors shall have annual meetings and such other meetings as may be called at the request of the President of the Association or by any two (2) directors.

Section 4. Suspension of Voting Rights. The Association shall have the right to:

(a) Suspend the voting rights (if any) of an Owner for any period during which assessment on his Lot remains unpaid and enforce collection of the same; and

(b) Suspend the voting rights and rights of an Owner for any period during which there are violation(s) of the Governing Documents for a period of sixty (60) days or until the violation(s) is cured, whichever is longer.

**ARTICLE IV**  
**MAINTENANCE OF PROPERTY**

Section 1. Maintenance by Owners. Each Owner shall have the duty and responsibility, at such Owner's sole cost and expense, to keep the Lot(s) owned by such Owner, including the residence structure ("House") and all other improvements, landscaping and ground and drainage easements or other rights-of-way incident thereto, in compliance with the covenants, conditions, restrictions and standards contained in this Declaration, and in any applicable Supplemental Declaration, in accordance with the provisions of the Architectural Guidelines, and in a well-maintained, safe, clean and attractive condition at all times. Such maintenance, as to unimproved and improved Lots (including the area between the Lot

line and the paved portion of any roadway, sidewalk or public right-of-way), shall include, but shall not be limited to the following:

- (a) Lots shall be kept free of all litter, trash, refuse and waste.
- (b) Keeping land, including any lawns and shrub beds, well maintained and free of trash, weeds and uncut grass of more than six (6") inches in height.
- (c) Keeping all sediment resulting from land disturbance or construction confined to the respective Owner's Lot by using appropriate confinement measures.
- (d) Complying with all government health, zoning, building and public safety requirements.
- (e) Grass clippings shall not be left on sidewalks, driveways, roadways or blown into storm drains.
- (f) Disposing of grass/yard waste on a neighbor's property or common area is prohibited.
- (g) Sidewalks and driveways should be free of grass, weeds, ground cover and shrubbery.
- (h) Trees, shrubs and vines should be pruned, shaped and maintained. Except as specifically excepted in writing by the Board of Directors, all dead or decaying trees or shrubs must be removed.
- (i) Trees hanging over the sidewalk and roads should be trimmed to a height of eight feet so as not to interfere with pedestrians and vehicles.
- (j) Leaves must be raked and discarded or mulched (except in wooded or natural areas).
- (k) Flower and shrub beds should be "weed free" and well defined. If edging material is used, it should be neat and properly secured.
- (l) All structures and improvements on Lots must be well maintained and shall be kept in a neat, clean and attractive condition at all times.
- (m) It is the property owner's responsibility to maintain the mailbox on the property to aesthetically pleasing standards in accordance with the Association Guidelines.
- (n) It is the property owner's responsibility to maintain the appearance of their home from the exterior and to keep all exterior finishes (brick or stucco) in good condition. Accessories attached to homes (outside shutters) or exterior lighting is to be well-maintained and to be cleaned or re-finished as necessary.

In the event any Owner fails to maintain his Lot, House, improvements, structures or landscaping located thereon as required in this section, the Association may, at its option, after giving the Owner ten (10) days' written notice sent to Owner's last known address, take all action, make any repairs and improve the appearance in a reasonable and workmanlike manner so as to bring the Lot into compliance with this

section. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an assessment against the Lot on which the Owner was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. Any entry on a Lot by Association, its agents or employees between the hours of 7:30 a.m. and 6:00 p.m. to perform the maintenance and repairs set forth herein shall not be a trespass. In the event of an emergency, the Association shall not be required to provide prior notice or observe the work hours as specified herein. In no event shall the Association, its representatives or contractors have any liability to Owner of the Lot for any acts or omissions occurring while present on the Owner's Lot for the purpose of taking corrective or remedial action pursuant to this Section.

## ARTICLE V ARCHITECTURAL CONTROL

- (a) In order to control design and location of the houses and other improvements to be constructed, erected, placed or installed (the "Improvements") upon the Lots in the subdivision, the Architectural Review Committee was created for the purpose of reviewing, approving, suggesting changes to and rejecting plans and specifications for such Improvements.
- (b) The Committee shall be composed of three members upon the Association taking control who shall be elected by a majority vote of the members of the Association at a meeting of the members called for this purpose. At any time, the Committee may, but shall not have the duty to, retain one or more architects or other house designees and land planners as it deems advisable to assist the Committee in performing its review responsibilities.
- (c) No building, fence, wall, outbuilding or any other accessory feature to the dwelling or any other structure upon any Lot shall be commenced, erected, placed, maintained or altered on any Lot or combination of contiguous Lots, until the Complete Construction Plans (the "Plans") are approved, in writing, by the Committee or its designated agents.
- (d) The Plans include the complete construction plans, the plot plan (showing proposed location and elevation of such building, fences, walks, drives, parking area, etc.), proposed building plans and specifications, exterior color, finish and materials. The areas over which the approval shall be required shall include but shall not be limited to the size and plan of the principal residential structure, and all accessory buildings, the location of the principal residential structure and all accessory building, structures and improvements on the lot, the size and plan of the garage, location and manner of construction of each driveway, swimming pool, patio or other exterior improvement, the composition and color of raw and finishes materials used on the exterior of all structures.
- (e) The Committee or its designated agents shall have thirty (30) days after physical receipt of the Plans to accept or reject the same in whole or in part. If no response by the Committee has been made in writing within said 30 days, the Plans shall be deemed to be approved as submitted. After the Plans are approved and after the Committee gives written permission for construction to begin, the actual construction shall be commenced and completed in accordance with the approved Plans, together with the requirements of the Declaration and, in this regard, each Owner shall provide the Committee with the foundation survey as soon as it is made.

(f) The actual construction shall be the responsibility of the Owner of the Lot and his builder. Any permission granted for construction under this covenant shall not constitute or be construed as approval by the Association or the Committee or its designated agent of the structural stability, design or quality of any building or other improvement.

## **ARTICLE VI GENERAL USE RESTRICTIONS**

Association does hereby covenant and agree with all persons, firms or corporations hereafter acquiring title to any portion of the Property, that the Property is hereby subject to restrictive covenants as to the use thereof, which restrictions may be modified or supplemented as to any additional phases, if added to the Subdivision, upon the recorded of the Supplemental Declaration with respect thereto.

1. Except as otherwise provided in this Declaration, the Lots shall be used for residential purposes only, and no structure shall be erected, placed, altered or permitted to remain on any lot other than one detached, single-family dwelling, together with outbuildings customarily incidental to the residential use of the lot. No carports will be constructed or allowed in the Subdivision. For purposes of this paragraph, "carports" shall include any structure under or in which a vehicle of any type can be parked which is not completely enclosed with an access door. Nothing herein shall limit the rights granted to the Architectural Review Committee under Article V of this Declaration.

2. Each single family dwelling shall have an enclosed, heated living area of the main structure, exclusive of open porches, garages and other permitted unheated spaces, of not less than 2,500 square feet for one-story dwellings. Dwellings with more than one story shall have an enclosed, heating living area of the main structure, exclusive of open porches, garages and other permitted unheated spaces, of not less than 3,000 square feet with not less than 1,750 of the total square footage on the ground floor. All residential dwellings must have a garage accommodating at least two (2) vehicles under roof.

3. Garages shall have only rear or side car entrances in relation to the "front line" of the Dwelling Unit or Lot on which the same is located. All driveways shall be constructed of either concrete, asphalt or other decorative type of material approved by the Architectural Review Committee.

4. More than one (1) Lot (as shown on said plats) or parts thereof, may be combined to form one (1) or more Lots by (or with the written consent of) the Association, or its successors or assigns, and in such event the building line requirements prescribed herein shall apply to such Lots, as combined. No Lot may be subdivided by sale or otherwise. Upon combination or subdivision of Lots, the easements reserved herein shall be applicable to the rear, side and front lot lines of such Lot as combined.

5. Construction of new residential buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building or portion thereof on a Lot and remodeling or converting the same into a dwelling unit in this subdivision. Any dwelling constructed upon a lot must be completed within one (1) year subsequent to commencement of construction, except with the written consent of the Association, its successors or assigns. All construction structures, equipment and materials, including without limitation, dumpsters, trash containers and portable toilets and lavatories



shall be kept off of all road rights-of-way and in no event shall be located within thirty feet (30') of the center line of any public right-of-way.

6. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. No animals, livestock or poultry of any kind may be kept or maintained On any Lot or in any dwelling except a reasonable number of dogs, cats or other common household pets may be kept or maintained provided that (1) they are not kept or maintained for commercial purposes and (2) the animal has not and does not exhibit aggressive, vicious, threatening or dangerous behavior. In addition, pets shall not be permitted to disturb or cause a nuisance to owners occupying other lots in Royal Oaks. Pet areas shall be kept clean and sanitary so as not to be offensive to other residents. Owners are responsible for cleaning up any waste materials caused by their animals on lots other than the owners. Pets shall at all times be kept on or within the Lot or restrained by a person capable of controlling the pet or otherwise present on the Properties.

The Owner of the Lot where any pet resides is fully responsible for insuring that the pet is maintained and controlled in accordance with the provisions of this Declaration and all local ordinances. By bringing a pet onto a Lot or by permitting another occupying or visiting the Lot to bring a pet onto the Lot, the owner of the Lot agrees to indemnify and hold the Association as well as all other Owners harmless from any loss or claim resulting from the actions of the pet or any failure to control or maintain the pet in accordance with the provisions of this Declaration. Dogs must be leashed off the Owner's Lot. No dogs shall be permitted to roam the Property and the Association may have strays and dogs that are not leashed and are found off their Owner's Lot picked up by governmental authorities.

8. Each Owner shall locate the well drilled on such Owner's Lot so as to comply with all the governmental regulations regulating the minimum distance between such well and septic fields proposed or approved for all Lots adjoining such Owner's Lot.

9. No portion or part of any Lot shall be used or maintained as a dumping ground for rubbish or other refuse. Trash, garbage, or other waste shall not be kept, except in sanitary containers screened from view from all roads.

10. Easements ten (10) feet in width along the Lot lines of all Lots are reserved for installation, repair, replacement and maintenance of utilities, including the right to keep said easements free and clear of all obstructions. An easement of fifteen (15) feet is reserved for such purposes along the rear line of all Lots that do not adjoin other Lots or properties within the Subdivision.

11. No outside clotheslines shall be permitted. No satellite dishes over 24 inches in diameter shall be permitted. The mounting location of all satellite dishes must receive approval by the Architectural Review Committee prior to mounting. In determining the mounting location, the Committee shall endeavor to have the satellite dish mounted at a location where it is concealed from all lots and open spaces. However, if reception placement requirements of the satellite dish make such concealment from view impossible, the Committee will approve the mounting location at which the dish will be least visible from all lots and open spaces.

12. Unless located within enclosed garages, no trailer of any kind or type, motor home, recreational vehicle, tractor trailer truck, commercial truck, boat or water craft of any type shall be kept, maintained or located upon any Lot; provided, however, the Architectural Review Committee in its sole discretion, may waive this requirement in any instance when an Owner presents to the Committee plans for permanent screening that the Committee finds aesthetically acceptable for the purpose of permanently screening any of the aforesaid from view of all other Lots and from the streets that are within view of the Lot in question, or in the event the Committee, in its discretion, and in writing prior to such parking, permits such vehicles to be parked in a driveway for a limited period of time for a special event.. The Committee shall have no duty to waive such requirement, but in the event it does, the Committee shall have the right to enforce the construction of the screening to conform to the plans that it approves. No vehicles that are disabled or under repair shall be kept upon any Lot unless located within enclosed garages. No lot shall be used for storage of building materials prior to the issuance of the building permit for the Primary Residence. Automobiles and non-commercial trucks owner-used for personal or household purposes only which are permitted within the Subdivision shall be parked only on driveways or in such other areas or within such structures as are approved by the Architectural Review Committee.

13. No signs of any description shall be displayed upon any Lot with the exception of rental or sales signs which must be approved by the Committee in advance as to size, content, color and materials.

14. Safety on our streets. Children shall not be allowed to ride 4-wheelers in the streets.

15. Reconstruction. Any building an any Lot which is destroyed in whole or in part by fire, windstorm, flood or other Act of God must be rebuilt, or all debris from such building removed and the Lot restored to the condition it was in prior to commencement of construction of such building with reasonable promptness; provided, however, that any such reconstruction must be commenced within six (6) months from the date of such destruction or if no reconstruction is to occur, then all such debris must be removed and the lot restored to its prior condition within six (6) months of such destruction. All reconstruction must be approved in writing by the ACC prior to commencement of any reconstruction activities.

16. Nothing herein contained shall be construed as imposing any covenants and restrictions on any property of the owner of this subdivision other than the Property that is subjected to the Declaration.

## **ARTICLE VII ARCHITECTURAL GUIDELINES**

Without limiting the unfettered right of the Architectural Control Committee (the "Committee") to approve or disapprove any plans, the following suggestions are made for the purpose of assisting designers in developing architectural plans containing features which will not be out of conformity with certain requirements, provided the mere fact of conforming to these suggestions will not automatically mean that any particular building plans will be acceptable as drawn. Any home that was constructed in accordance with the standards and requirements applicable to the Property at the time that such home was constructed does not have to be altered to meet the requirements set forth in this Article VII. However, if any modification is made to such home after the date that this Amended and Restated Declaration is

recorded, then said modification must be reviewed and comply with the recommendations of the Committee.

1. Objectives. Architectural review is directed towards obtaining the following objectives:

(a) Determine if the location and configuration of the structures are visually harmonious with the terrain and vegetation of the residential lots and with the surrounding residential lots.

(b) Determine whether architectural design of structures and their materials and colors are visually harmonious with existing houses.

(c) Determine whether any development, structure or building complies with the provisions of the restrictive covenants.

2. Review Standards.

(a) The siding on the principal and all accessory buildings must be face brick, stucco, or stone, with chimney to match siding. All drives must be curved to avoid linear monotony. All drives must be constructed of concrete or other similar approved material.

(b) All trim, trim boards, soffits, door and window casings and sash must be wood, masonite or other approved materials. No bright plated or natural aluminum window screens shall be permitted.

(c) Windows must be single or double hung casement or sash wood windows. There shall be no metal windows or doors except prepainted or anodized storm doors unless other materials are expressly approved. Without prior approval, all windows and doors shall have caps of soldier course brick, jack arches, wood or other approved decorative treatment. No running bond brick will be permitted over any door or window of any elevation facing a street. No window opening shall abut any frieze board.

(d) All exterior front elevation doors must be approved as to design and color.

(e) There shall be no exposed concrete block used. All masonry walls and foundations will have approved surface treatment to match siding.

(f) All chimneys must be brick, stone or stucco to match siding. Chimney stacks are to be boxed in to blend with the exterior of the house and the boxing is to have a facade of brick, stone or stucco. All ducts, pipes, wiring, piers, etc. under the house visible through carports or open garage doors will have approved enclosure screening or surface treatments.

(g) There shall be no above ground swimming pools larger than 10' in diameter.

(h) No fence or wall shall be closer to the street than the rear line of the primary residence without prior approval. All fence heights must be approved. On corner lots, for privacy's sake, the rear yard may be fenced along the side street setback starting from the rear line of the house and extending to the rear to the right of way margin of the rear easement area.

(i) All perimeter fencing must be split-rail, stone, brick or wrought iron. No chain link or metal fabric fences are permitted except pre-approved metal fabric mesh may be used for tennis courts. No signs, ornaments, antennas or satellite dishes or similar devices shall be erected or maintained on the property without the prior written approval of the Committee.

(j) Roof power vents, roof vents, rain diverters, sky lights, plumbing vent pipes, and non-copper flashing are to be painted to blend with the shingles except that flashing that is applied to horizontal surfaces may be painted to blend with the horizontal materials where more appropriate. No such vents to be installed on street side of house.

(k) Only approved architecturally textured shingles or equal may be used. Roof shapes and pitch are subject to approval. Minimum roof pitch of 9:12 is recommended excluding screen porches, sun rooms and solariums. Roofs to be of hipped design on the main structure.

(l) All submittals for approval of the Board are to include a site plan showing the location of the house, the drive and walks.

(m) No garages shall open facing the front street line.

(n) Brick houses must have brick on all sides of the house with the exception of approved trim.

(o) Ceiling heights shall be a minimum of 9 feet on the first floor.

(p) No signs of any description will be allowed at the development entrance. Only "Real Estate" rental or sale signs are allowed within the development and must meet all applicable rules and regulations including without limitation, sign and zoning codes.

3. Construction Cleanliness. During construction, all construction trash and debris shall be removed from each lot under construction at least on each Friday of each week.

4. Changes. The Committee, in its discretion, shall have the right, from time to time, to alter, modify and amend these guidelines.

5. Disclaimer. No approval of plans, location or specifications and no publication of architectural standards or recommendations shall be construed as representing or implying that any such plans, specifications or standards will if followed, result in a properly constructed residence. Such approvals and standards shall in no event be construed as representing, warranting or guaranteeing that any residence or improvement thereto will be built in a good, workmanlike manner or that the plans and specifications with respect thereto shall result in a residence of any particular quality. The Committee shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under the restrictive covenants or under the architectural review board procedures, nor shall the Committee have any responsibility for defects in construction pursuant to any such plans and specifications. Each property owner shall have sole responsibility for compliance with the plans as approved by the Committee and agrees to hold the Committee harmless from any failure thereof caused by the property owners, architect or builder.

## ARTICLE VIII CAPTIONS, ENFORCEMENT AND INVALIDATION

Section 1. Whenever the context and construction so require, all words used in the singular number herein shall be deemed to have been used in the plural, and vice versa, and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

Section 2. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

Section 3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. In the event it is necessary to enforce this Declaration by appropriate legal or equitable proceedings, the party or parties violating or attempting to violate the same shall be liable for the cost of such proceedings including reasonable attorney's fee.

Section 4. Invalidation of any one or more of these covenants by judgment or court shall not adversely affect the balance of this Declaration, which shall remain in full force and effect.

Section 5. The Association reserves the right to amend this Declaration from time to time without joinder of any of the Owners for the following purposes:

- (a) To clarify the meaning of or to correct clerical errors in the Declaration;
- (b) To correct grammar, spelling, capitalization and other matters of syntax; and
- (c) To modify the provisions of the Declaration in order to comply with the requirements of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Association ("FHLMC") so that subdivision approval may be obtained from FNMA and FHLMC.

All other amendments to this Declaration shall require an affirmative vote of at least seventy-five (75%) of the Owners.

## ARTICLE IX THIS DECLARATION RUNS WITH THE LAND

These covenants are to run with the land and shall be binding on all parties and persons claiming under them, for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a seventy-five (75%) percent majority of the then owners of the Lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF the undersigned officers of the Royal Oaks Homeowners Association, Inc., certify the proper adoption of these amendments, and do hereby certify that approval of these amendments was obtained as required by the Declaration and in accordance with North Carolina law and that this amendment to the Declaration has been duly adopted to be effective upon recordation.

**ROYAL OAKS HOMEOWNERS ASSOCIATION, INC.**

By: Calvin P. Cox  
Name:  
President

By: Debra A. Cox  
Name:  
Secretary

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Teresa Deaton, a Notary Public of the aforesaid County and State, do hereby certify that Colvin P. Cox ("Signatory") personally appeared before me this day and acknowledged that s/he is the **President** of the **Royal Oaks Homeowners Association, Inc.**, a North Carolina corporation, and that s/he, as **President**, being authorized to do so, executed the foregoing on behalf of the corporation.

I certify that the Signatory personally appeared before me this day, and

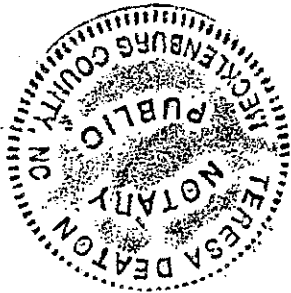
(check one of the following)

- ☒ I have personal knowledge of the identify of the Signatory; or  
☐ I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

- ☐ a driver's license or  
☐ \_\_\_\_\_; or  
☐ a credible witness has sworn to the identity of the Signatory

Witness my hand and official stamp or seal, this the 21<sup>st</sup> day of July, 2009.



Teresa Deaton  
Notary Public

Print Name: Teresa Deaton  
[Note: Notary Public must sign exactly as on notary seal]

My commission expires: 10/29/2011

NOTARY SEAL

(Must be fully legible- do not go below this line)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Teresa Deaton, a Notary Public of the aforesaid County and State, do hereby certify that Cynthia B. Cox ("Signatory") personally appeared before me this day and acknowledged that s/he is the **Secretary** of the **Royal Oaks Homeowners Association, Inc.**, a North Carolina corporation, and that s/he, as **Secretary**, being authorized to do so, executed the foregoing on behalf of the corporation.

I certify that the Signatory personally appeared before me this day, and

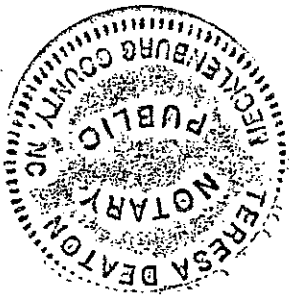
(check one of the following)

- ☒ I have personal knowledge of the identify of the Signatory; or  
☐ I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

(check one of the following)

- ☐ a driver's license or  
☐ \_\_\_\_\_; or  
☐ a credible witness has sworn to the identity of the Signatory

Witness my hand and official stamp or seal, this the 21st day of July, 2009.



Teresa Deaton  
Notary Public

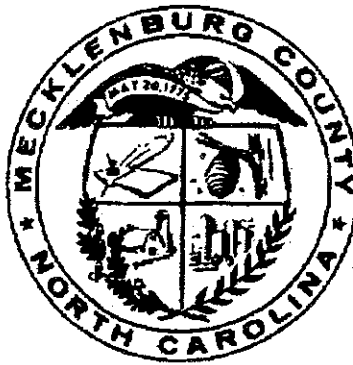
Print Name: Teresa Deaton  
[Note: Notary Public must sign exactly as on notary seal]

My commission expires: 10/09/2011

NOTARY SEAL

(Must be fully legible- do not go below this line)





J. DAVID GRANBERRY  
REGISTER OF DEEDS, MECKLENBURG  
COUNTY & COURTS OFFICE BUILDING  
720 EAST FOURTH STREET  
CHARLOTTE, NC 28202

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