

Prepared by:
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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PHASE ONE
ROYAL OAKS LEGACY VILLAS SUBDIVISION
A PLANNED UNIT DEVELOPMENT**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHASE ONE ROYAL OAKS LEGACY VILLAS SUBDIVISION A PLANNED UNIT DEVELOPMENT ("Declaration") is made and entered into this 18th day of April, 2018, by the undersigned owners in Royal Oaks Legacy Villas Subdivision.

WITNESSETH:

WHEREAS, A Declaration of Covenants, Conditions and Restrictions for Phase One Royal Oaks Legacy Villas Subdivision a Planned Unit Development was recorded in Record Book 2067, Page 294 in the Register of Deeds Office for Blount County, Tennessee ("Original Declaration"); and

WHEREAS, the Original Declaration bound property located in the Nineteenth (19th) Civil District of the County of Blount, State of Tennessee known and designated as: Phase 1, LEGACY VILLAS SUBDIVISION as shown on the plats of record in Map Files 2108B and 2176B in the Register of Deeds Office for Blount County, Tennessee ("Property");

WHEREAS, the Original Declaration was amended via documents recorded in the Blount County Register of Deeds Office in Record Book 2319, Page 1959;

WHEREAS, the Original Declaration provides in Article XI, Section 3 that

the Original Declaration can be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lots Owners; and [**NOW 2/3's to amend! See page 17**]

WHEREAS, the undersigned signature pages represent at least ninety percent (90%) of the Lot Owners in Royal Oaks Legacy Villas Subdivision

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, the Property is hereby restricted as follows with such restrictions running with the land and binding on all parties with any right, title or interest in the Property. This document repeals and replaces the Original Declaration and all subsequent amendments thereto.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Royal Oaks Legacy Villas Homeowners' Association, Inc., a mutual benefit, not-for-profit corporation, organized and existing under the laws of the State of Tennessee, with its principal office being located in Blount County, Tennessee, its successors and /or assigns.

Section 2. "Owner(s)" shall mean and refer to the record Owner(s), whether one or more person or entity, of a fee simple title to any lot which is a part of the "Property," including contract seller(s), but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map of the "Property," and hereinafter brought within the jurisdiction of the Planned Unit Development by the recordation of additional plats by the Declarant, its successors and assigns.

Section 5: "Member" shall mean and refer to those person(s) entitled to membership as provided in this Declaration.

Section 6: "Lender" as used herein shall mean and be defined as any lender, whether institutional investor, bank, savings and loan association, or loan broker, whose loan is secured by a Lot in the Development as shown on the recorded plat and shall include, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, Federal Housing Administration (FHA) and the Veterans Administration (VA), their respective successors or assigns, as their respective interests may appear.

Section 7. "By-Laws" as used herein shall mean the By-Laws of the Association.

Section 8. "Board" or "Board of Directors" as used herein shall mean the Board of Directors of the Association.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Every Owner(s) of a Lot, 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, which is subject to assessment. Each Owner(s) shall be entitled to one (1) vote for each Lot owned; when more than one (1) person holds an interest in any Lot, all such person(s) shall be members; the vote for such Lot shall be exercised as the co-owners may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. In the event the Owner, their successor or assigns, have a Lot leased or rented, the Owner shall be entitled to one (1) vote for each Lot owned.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Owner for each Lot owned within the Property, hereby covenants, and each Owner(s) of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (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's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person(s) who is the Owner(s) of such Lot at the time when the assessments became due. The personal obligation for delinquent assessments shall not pass to their respective successor(s) in title unless expressly assumed by such successors and assigns.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the improvement and maintenance of the property, including, but not limited to, costs of repairs, maintenance, replacements, additions, management, insurance maintained in accordance with the By-Laws, the improvement and maintenance of the uniform scheme of the exterior surface of all residential buildings within the Property as constructed on each Lot, and the employment of attorneys to represent the Association when the need arises.

Section 3. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Twenty Dollars (\$720.00) per Lot, payable in lump sum payments or installments as the member of the Legacy Villas Homeowners' Association may establish. **[NOTE: This was the original assessment and is no longer current.]**

(a). From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner(s), the maximum annual assessment may be increased each year without a vote of the Members, if such increase is not in excess of five percent (5%).

(b). From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner(s), the maximum annual assessment may be increased each year above five percent (5%) by a majority vote of the members who are eligible to vote, whether voting in person or by proxy, at a meeting duly called for the purpose of establishing said annual assessment as provided in Section 5 hereof.

(c). The Board of Directors may fix the annual assessments at an amount not in excess of the maximum set forth herein subject to the provisions of Sections 6 and 7 hereof.

Section 4. Replacement Reserves. The Association shall maintain in a separate bank account a Replacement Reserves fund to maintain, repair, replace, improve and preserve exterior building surfaces or other items for which the Association is responsible. The Replacement Reserves shall be a part of and collected from Lot Owner(s) by the Association as regular assessments in an amount determined and established in the annual Association budget.

Funds set aside for this purpose will be used for the following items, as decided annually by the Board. If funds are insufficient, homeowners will pay for the work needed through special assessments, or pay for the work directly after coordinating this with, and getting approval from the Board.

(a). Brickwork – Repair and/or replace as necessary.

~~(b). Decks – Replace decks as necessary. The Association is only responsible for original decks of approximately 140 square feet. The homeowner with Board coordination pays other deck costs.~~
[REMOVED by Amendment #2 in 2024.]

(c). Light fixtures and mailboxes – Paint, repair or replace as necessary.

~~(d). Concrete driveways and walkways – Repair major holes or cracks as needed and replace as necessary.~~
[REMOVED by Amendment #1 in 2021.]

(e). Other work deemed necessary and appropriate by the Board.

Section 5. Special Assessments for Unanticipated Major Expenditures.

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 related Association expenses thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of members who are eligible to vote and are voting in person or by proxy, at a meeting duly called for this purpose. All special assessments shall be fixed at a uniform rate for all Lots and may be collected monthly. The Special Assessments Fund shall be maintained in a separate bank account in the name of the Association.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 5.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 above shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. Subsequent meetings shall not be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis; provided that, during the continuation of construction and improvements the rate of assessment for unimproved Lots shall be at twenty-five (25%) of the rate of assessment for improved Lots.

Section 8. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Lot on the first day of the month. The Board of Directors shall fix the amount of the

annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner(s) subject thereto. 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 have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen (18) percent per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against the property. Owner(s) may not waive or otherwise escape liability for the assessments provided for herein by abandonment of their Lot. Any attorney's fees and costs incurred by the Association in collection of past due assessments shall be paid by the Owner who caused such fees and costs to be incurred due to nonpayment.

Section 10. 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 shall not affect the assessment Lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure 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. A sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11. Membership in Royal Oaks Property Owners Association, Inc. The Owner for each Lot owned within the Property, herein covenants and each Owner(s) of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed, is deemed to covenant and agree that it is necessary and desirable for each Lot to be members of the Royal Oaks Property Owners Association, Inc. Particular benefits shall inure to the Owner(s) of the Lots with respect to the maintenance, use and enjoyment of such Lots as a result of membership in Royal Oaks Property Owners Association, Inc.

Therefore, in addition to all other assessments set forth in this Declaration payable to the Association, each Owner(s) of any Lot covenants and agrees to pay to Royal Oaks Property Owners Association, Inc. or its authorized designee any maximum annual assessment, special assessments for capital improvements and any other assessments as more particularly set forth in the Declaration of Covenants, Conditions, and Restrictions of Royal Oaks Development Company, Inc., originally dated December 18, 1990, and of record in Misc. Record Book 99, Page 298 in the Register's Office for Blount County, Tennessee, and as amended, modified and supplemented from time to time thereafter and likewise of record in the Register's Office for Blount County, Tennessee.

ARTICLE IV

ARCHITECTURAL REVIEW

Buildings, fences, walls, landscape beds, trees or other structure shall not be commenced, erected or maintained upon the Property, nor shall any exterior addition, modification, change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the building, fence, wall, or other structure shall have been submitted to and approved in writing as to harmony and conformity with the external design and location of surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee (ARC) composed of three (3) or more representatives appointed by the Board of Directors of the Association. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with by the respective Lot Owner(s). Provided, that nothing herein contained shall be construed to permit interference with the development of the Property by Owner so long as said property follows the general plan of development.

ARTICLE V

EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance as approved annually by the Board of Directors upon each Lot, which is subject to assessment. Exterior maintenance responsibilities are limited to repair and replacement resulting from normal aging, exposure and wear to the original property, not to changes made by homeowners. Repairs and replacement from original construction defects, accidents, natural disasters, civil disturbances, vandalism and other loss typically covered under homeowner's insurance, whether or not a policy is in effect, are the responsibility of the homeowner.

Such exterior maintenance shall NOT include the following; and the following is the sole responsibility of the Owner:

(a). All Glass surfaces.

(b). All Roof work on villas. This includes maintenance, repairs and replacement of all roof components from the top ridge to the soffits, including gutters and downspouts (see Attachment A which contains definitions and a diagram). Coordination with the Board and ARC is mandatory to ensure uniformity of all roofs in Legacy Villas.

[(c) and (d) below are added by Amendments 1 and 2.]

(c). Driveways, walkways, and entryways (hereinafter collectively referred to as driveways).

Changes to Driveways by the Owner – New or replacement Driveways must be approved in advance of commencement of construction by and meet the criteria of the Association's ARC and Royal Oaks Property Owners Association's Architectural Review Committee to ensure uniformity. All concrete Driveways must have sufficient expansion joints and control crack joints to help reduce cracking. Decorative resurfacing of Driveways is not recommended and may be prohibited by the ARC. Driveways are subject to inspection by the Board of Directors, and/or

ARC, and Owners must provide access for such inspection.

(d). Decks.

Changes to Decks by the Owner – Except as stated, herein, any deck extension, replacement, or rebuild must be approved in advance of commencement of construction by and meet the criteria of the Association's ARC and the Royal Oaks Property Owners Association's Architectural Review Committee. If only the boards in a deck are being replaced, no ARC approval is required. Decks should be regularly treated with a quality sealer to help minimize water penetration. All decks must be reasonably maintained. The recommended stain for decks is Cabot Semi-Solid Deck and Siding Stain, color-New Redwood, oil based stain or equivalent.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the family, renters, guests, or invitees of the Owner(s), the costs of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject, and shall be collected in accordance with terms of the Declaration.

Any additions or changes to the building's exterior shall be the responsibility of the homeowner and require prior Board approval. The homeowner shall maintain said changes. The Board may delegate a portion of this responsibility to the ARC.

All maintenance, repair and replacement, which are the responsibility of the Association, will be provided under the direction of the Board after considering the specific circumstances and the most economical and appropriate method. The Board may obtain advice from qualified tradesmen, the ARC and others, and will decide when and to what extent a situation requires remedy. Repairs, which are non-emergency in nature, may be delayed for budgetary reasons. Under no circumstance will the homeowner dictate the method of repairs used when the Association is responsible for them. Both the homeowner and the Association are to provide maintenance and repairs in good faith

and in a reasonable and timely basis so as to prevent further damage.

Such recurring exterior maintenance as approved annually by the Board of Directors includes the following:

(a). Lawn care – Mowing and edging as necessary. Fertilizing and weed treatment (usually 3-5 times a year). Reseeding and/or sod replacement as necessary, unless the homeowner caused lawn problems.

(b). Perimeter pest control – Application of a general pest control product on a scheduled basis around building perimeters (usually 4 or more times a year). Homeowners are responsible for individual unit termite control, any termite damage, and all internal pest control.

~~(c). Decks – Application of a protective product to decks including balusters, rails, and steps (usually every 2-3 years). Repair decks as needed. The Association is only responsible for original decks of approximately 140 square feet. The homeowner with Board coordination pays other deck costs.~~

[REMOVED by Amendment #2 in 2024.]

(d). Exterior windows and doors, including frames, jambs, thresholds, and sills – Prep and caulk as needed; paint as necessary. This does not include maintenance or repair of glass, screens, weather-stripping, locks, latches or hardware or any other window or door part.

(e). Exterior accessories – Light sensors, light fixtures, shutters, and mailboxes – Repair and replace as necessary.

(f). Landscape shrubs and trees – original developer planted and common area only. Treat for pests and diseases as necessary. Trim trees so they do not touch gutters or roofs. Replace original trees as necessary. This does not extend to damage caused by the homeowner or pets. If a homeowner wishes to add or remove a tree, this must be coordinated with the Board, and the homeowner will be responsible for all costs, and assume all future responsibility for the tree. Homeowners are responsible for maintaining their landscape beds, i.e. mulch, weeds, owner planted shrubs and trees, etc.

Note – If homeowners choose to maintain any of the items above themselves, they should inform the Board so that time and money is not wasted. If the homeowner damages an item while performing their own maintenance, the Association may no longer be held responsible for that item.

In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner(s), or through the willful or negligent acts of the family, renters, guests, or invitees of the Owner(s), the costs of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject, and shall be collected in accordance with terms of the Declaration.

Any additions or changes to the building's exterior shall be the responsibility of the homeowner and require prior Board approval. The homeowner shall maintain said changes. The Board may delegate a portion of this responsibility to the ARC.

All maintenance, repair and replacement, which are the responsibility of the Association, will be provided under the direction of the Board after considering the specific circumstances and the most economical and appropriate method. The Board may obtain advice from qualified tradesmen, the ARC and others, and will decide when and to what extent a situation requires remedy. Repairs, which are non-emergency in nature, may be delayed for budgetary reasons. Under no circumstance will the homeowner dictate the method of repairs used when the Association is responsible for them. Both the homeowner and the Association are to provide maintenance and repairs in good faith and in a reasonable and timely basis so as to prevent further damage.

ARTICLE VI

RESTRICTIONS ON USAGE

Section 1. Land Use and Building Types. Lots shall only be used for residential purposes.

Section 2. Nuisance. Excessive noise or activities deemed offensive by the Board shall not be conducted upon any Lot nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood and Property.

Section 3. Animals. No animals, livestock, or poultry of any kind shall be kept or maintained on any Lot or in any residential unit except that dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes. All household pets must be kept on a leash and physically accompanied by its owner or another person at all times when such pet is outside a residential unit.

Section 4. Outside Antennas. Outside radio, television or satellite antennas shall not be erected on any Lot or residential unit within the Property unless and until the Board or the ARC has granted permission for the same.

Section 5. Signs. No sign(s) of any kind shall be displayed to public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale or rent.

Section 6. Garbage and Refuse Disposal. Lots shall not be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such refuse shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition. Incinerators or other disposal equipment shall not be allowed on the Lot.

Section 7. Lawful Use. Unlawful use shall not be made of the Lots and residential units within the Property. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 8. Commercial Business. Commercial business may not be maintained or transacted on any residential Lot or in any residential unit.

Section 9. Sports Apparatus and Equipment. Basketball goals, posts or backboards or any other fixed sports apparatus shall not be attached to any residential unit or garage or be permanently erected on the Lot of any residential unit.

Section 10. Vehicles and Parking. Vehicles of any type shall not be permanently or semi-permanently parked on the Property or in the vicinity of any Lot or residential unit except for the purpose of accomplishing repairs or reconstruction.

Section 11. Recreation Vehicles. There shall not be any overnight parking of recreational vehicles, including, but not limited to, camping trailers, boats, motor homes, and the like.

Section 12. Commercial Vehicles. The Association shall have the power to adopt Rules and Regulations concerning the parking of any commercial vehicles within the Property or on individual residential Lots.

Section 13. Fences. The installation or erection of any style of above ground fence is prohibited. For control of pets while outside, an invisible or wireless fence is allowed with proper approval of the LV/ARC Committee.

ARTICLE VII

EASEMENTS

Section 1. Utilities and Drainage. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, structures, planting or other material shall not be placed or permitted to remain, which may 1) interfere with the installation and maintenance of utilities 2) change the direction of flow of drainage channels in the easements, or 3) obstruct, alter, or retard the flow of water through drainage channels in the easements.

Section 2. Maintenance. Easements for repair and maintenance of exterior surfaces of each Lot are reserved for the completion of necessary repairs as determined by the Board of Directors of the Association. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do such other work as reasonably necessary for the property maintenance, welfare, safety and operation.

ARTICLE VIII

DISCLOSURE

Section 1. Owners and Lenders. The Association shall make available to Lot Owner(s) and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Covenants, By-Laws, other rules concerning the developments and the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Financial Disclosure. Any lender and holder of a first mortgage on any Lot in said Development is entitled, upon request, to a financial statement for the immediately preceding fiscal year.

Section 3. Notice of Lender. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a). Any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage.

(b). Any sixty (60) day delinquency in the payment of assessments or charges owed by a respective Lot Owner(s) on which it holds the mortgage.

(c). A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d). Any proposed action that requires the consent of a specified percentage of mortgage note holders.

ARTICLE IX

INSURANCE

Section 1. Insurance Required by the Association. The Association may obtain insurance against liabilities, as the Association may deem desirable. The Association shall be the owner and beneficiary of all such insurance policies and the owner and beneficiary of all such insurance policies and fidelity bonds obtained pursuant to this Article. Premiums for all insurance carried by the Association are common expenses included in the common assessments made by the Association as provided in Article III herein. Due to the Association's responsibility for exterior maintenance, homeowners shall furnish proof of adequate homeowner's insurance to the Board annually, upon policy renewal, or upon purchase of a villa home.

Section 2. Annual Review of Policies. The Board of Directors shall review all insurance policies at least annually in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property that is covered by said insurance and is subject to damage or destruction.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner(s) shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration as is otherwise provided by the law. Failure by the Association or by any Owner(s), to enforce any covenant or restriction herein contained shall not in any event be deemed a waiver of the right to do so thereafter. If the Association or any Owner files suit to enforce this Declaration, it or they shall be entitled to

recover reasonable attorney's fees and costs incurred in such litigation from the Owner in violation of this Declaration.

Section 2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall not in any way affect any other provision, and all other provisions shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time upon the vote or written consent of at least 2/3 of the Owners of the Lots, as shall be certified by the secretary and president of the Association. Any amendment will not be effective until it is recorded in the Register's Office in Blount County, Tennessee.

Section 4. Annexation. The Association may annex additional residential property to the Property.

IN WITNESS WHEREOF, the undersigned Owners have approved of this Declaration and caused their names to be signed effective the day and year first above written.

PLEASE be sure to read the 2-page Attachment that follows!

HOWEVER, PLEASE NOTE:

The 33 notarized owner signature pages that are part of the amended Covenants (and that normally fit in here*) are not included in this PDF.

This PDF includes the text: the first pages and last 2 pages.

*If the full amended and restated Covenants with the owner's notarized signatures are needed (51 total pages), it can be obtained from the Blount County Courthouse, Maryville TN, for a small fee.

The document will be found in Record Book 2515, pages 998-1048.

ATTACHMENT A
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PHASE ONE, ROYAL OAKS LEGACY VILLAS

Roof Components for which Royal Oaks Legacy Villas Homeowners are responsible:

Shingles: The top layer of roofing material that protects the house from water, snow and other elements from above.

Ridge Vent – A vent that runs most of the length of the highest point of the roof line, and is covered with shingles.

Underlayment (also called tar paper) - This heavy felt paper is placed on top of the decking before the roofing material is installed to offer an additional layer of protection from moisture.

Ice and Water Shield: Flexible, sticky membrane material that provides a waterproof layer to the roofing materials for better protection.

Deck/sheathing: The wood [usually plywood] installed over the frame of the house to which the roofing felt and shingles are applied.

Eaves – The lower edge of a roof (often overhanging beyond the edge of the house).

Fascia – Trim used to cover the rafter end of the eaves. Usually where the gutters are attached.

Drip Edge – The strip of metal extending out beyond the eaves or rakes to prevent rainwater from curling around the shingles back into the wooden portion of the house.

Soffit – The area that encloses the underside of that portion of the roof that extends out beyond the sidewalls of the house.

Soffit Vents: Vents at the bottom of the trusses allow for airflow and prevent ice damming on roofing materials.

Flashing – Pieces of metal used to prevent the seepage of water around any intersection or projection in a roof, such as vent pipes, chimneys, valleys, and the joints at vertical walls.

Vents, etc. - All items protruding out of or next to the roof such as vents, pipes, cables, chimneys, etc., and any protective flashing, collars or boots around these items.

Gutters, etc. - All items which drain water from the roof to the foundation such as gutters and downspouts.

Other – All items added to the roof such as antennas, satellite dishes, skylights, etc.; and all materials underneath the roof.

