

**DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**ROYAL OAKS DEVELOPMENT COMPANY INC.**

THIS DECLARATION made on the date hereinafter set forth by ROYAL OAKS DEVELOPMENT COMPANY, a Tennessee corporation, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner' of certain real property located in the 19th Civil District of Blount County, Tennessee, having acquired said property by Warranty Deed of record in Warranty Deed Book 518, Page 535 and in Warranty Deed 523, Page 263 in the Register's Office for Blount County, Tennessee; and

WHEREAS, Declarant has encouraged and participated in the formation of the Royal Oaks Property Owners Association, Inc. located within Royal Oaks Development, a non-profit corporation organized and existing under and by virtue of the laws of the State of Tennessee, hereinafter called "Association", with its principal office to be located within Royal Oaks Development, for the purpose of exercising the functions aforesaid, which said Association joins in the execution of this instrument for the purpose of indicating its agreement to perform the obligations placed upon it by this Declaration, as well as any Supplemental Declarations hereafter placed of record pursuant hereto and whether or not executed by it;

NOW, THEREFORE, Declarant hereby declares that a portion of the properties described above as more particularly described in Article II hereof and any additions thereto as may hereafter be made pursuant to section 1 of Article IX hereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having all right title and interest in the described properties or any part thereof, their heirs successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE 1 - DEFINITIONS**

"Association" means Royal Oaks Property Association, Inc., a Tennessee non-profit corporation, its successors and assigns.

"Common Area" means any property, real, personal mixed, owned or leased by the Association, those areas reflected as such upon any recorded subdivision plat of The Project, and those areas so designated from time to time by the Developer, intended to be devoted to the common use and enjoyment of the Owners.

"Owner" shall mean and refer to record owner, whether one or more persons or entities, whether the Developer and any person, firm, corporation, partnership, association or other legal entity, or any combination thereof, owning of record a fee, simple interest in a Lot.

"Properties" 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.

"Project" means all real property concurrently herewith or in the future subjected to this Declaration.

"Lot" shall be the numbered lots as shown on any recorded subdivision plat of the Project.

"Declarant" and "Developer" shall mean and refer to Royal Oaks Development Company, Inc., its successors and assigns.

"Private Street" shall mean and refer to every way of access for vehicles which is not dedicated to the general public but is designated as either Common Property or limited Common Property. The fact that a Private Street shall be known by the name of street, road, avenue, way, lane, place or other name shall in nowise cause the particular street to be public in nature despite the fact streets under general definitions are not private in nature.

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

"Single Family Attached" shall mean and refer to any building containing two or more Living Units attached but each Living Unit located on a separate Parcel of Land.

"Multi-Family Attached" shall mean and refer to any building containing two or more Living Units located on a single Parcel of Land.

"Living Unit" shall mean and refer to any portion of a building situated upon The Project designed and intended for use and occupancy as a residence by a single family.

## **ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1 Existing Property.** All lots in Section I, Phase I of Royal Oaks Development Company, Inc. as shown by map of record in Map File 1041B in the Register's Office for Blount County, Tennessee. All lots in Section II, Phase I of Royal Oaks Development Company, Inc. as shown by map of record in Map File 1042A in the Register's Office for Blount County, Tennessee. All lots in Section III, Phase I of Royal Oaks Development Company, Inc. as shown by map of record in Map File 1042B in the Register's Office for Blount County, Tennessee.

**Section 2. Additions to existing Property.** Additional lands of Developer presently owned or hereinafter acquired may become subject to this declaration as provided in Article IX hereof.

## **ARTICLE III - RESERVATION OF EASEMENTS**

**Section 1 Utility and Drainage Easements.** Developer, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, on, in, over and under the lands as hereinafter designated of the Project to install, maintain and use electric, antenna television and telephone transmission and distribution systems, poles, wires, cables and conduits, water mains, water lines, drainage lines and drainage ditches, or drainage structures, sewers and other suitable equipment and structures for drainage and sewerage collection and disposal purposes, or for the installation, maintenance, transmission and use of electricity, cable television systems, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under all of the Common Property, and on, in, over and under all of the easements, including, but not

limited to, private streets, in place or shown on any subdivision plat of the Project, whether such easements are for drainage, utilities or other purposes, and on, in, over and under a five foot. strip along the interior of all lot lines of each Lot in the Project, said five foot strip aforesaid to be parallel to the interior lot lines of the respective Lots and utility and drainage easements as shown by recorded plats and restrictions. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and right's referred to herein with the understanding, however, that the Developer will make such utility easements available to the Association for the purpose of installation of water lines and other water installations and sewer lines and, other sewer installations and, in addition, will also make such utility easements available to the Association for any other utilities which the Developer and Association shall agree upon, and for which the Association shall have assumed the responsibility for obtaining additional easements in order that utilities other than sewer and water may be installed. Such utility easements shall be made available to the Association without cost to it. The Association and Owners other than the Developer shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights. and easements. All such easements, including those designated on any plat of the Project, not made available to the association are and shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns. Within these aforesaid easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels within the easements or which may obstruct or retard the flow of water through drainage channels within the easements.

**Section 2 Easements for Streets.** Developer, for itself and its successors and assigns, hereby reserves a perpetual, alienable and releasable blanket easement, privilege and right, but not the obligation, in, upon, over and across the common Properties for purposes of constructing and maintaining such road, streets or highways as it shall determine to be necessary or desirable in its sole discretion, including such cuts, grading, leveling, filling, draining, paving, bridges, culverts, ramps and any and all other actions or installations which it deems necessary or desirable for such roads, streets or highways to be sufficient for all purposes of transpiration and travel. The width and location of the right of way for such roads, street or highways shall be within the sole discretion of Developer, its successors and assigns, provided, however, that the Developer, its successors and assigns, will use their best efforts consistent with their purposes to lessen any damage or inconvenience to improvements which have theretofore been located upon the property. Developer, its successors and assigns, further reserves the unrestricted and sole right and power of granting easements over and across said roads to third parties whether or not they are members of the Royal Oaks Property Owners Association, Inc. or own property within the Royal Oaks Development. Developer, its successors and assigns, further reserves the unrestricted and sole right and power of designating such roads, streets or highways as public or private and of alienating and releasing the privileges, easements and rights reserved herein.

**Section 3. Others.** All other easements and reservations as reflected on or in the notes of the recorded subdivision plats of lands within the Project or hereafter granted of record by

the Association, in its sole discretion, as to the Common Property, shall be binding upon each Owner and his Lot to the same extent as if set forth herein.

#### **ARTICLE IV - PROPERTY RIGHTS**

**Section 1. Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to, by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

**Section 2. Access to Private Street.** Each Owner shall have a right of ingress and egress and passage over all Private Streets which are Common Properties for himself, members of his Household, and his guests and invitees, subject to such limitations (except such limitations shall not apply to Developer) as the Association may impose from time to time as to guests and invitees. Such right in the Private Streets shall be appurtenant to and shall pass with the title and equity to every Lot. All Private Streets shall further be subject to a right-of-way for the agents, employees and officers of Blount County (and other counties when applicable), State of Tennessee, and any other governmental or quasi-governmental agency having jurisdiction in Royal Oaks to permit the performance of their duties, including, but not limited to, school buses, mail vehicles, emergency, vehicles and law enforcement vehicles .

**Section 3. Delegation of Use.** Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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

**Section 1.** Every owner 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.

**Section 2.** The Association shall have two classes of voting memberships:

**Class A.** Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

**Class B.** The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier;

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on November 1, 1997.

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

**Section 1 Creation of the Lien and Personal obligation of Assessments.** The Declarant, for each Lot owned within the properties, hereby covenants and each Owner 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 agree to pay to the Association; (1) Annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and, shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

**Section 3. Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$240.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds, (2/3's) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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

**Section 5. Notice and Quorum for Any Action Authorized, Under Sections 3 and 4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than 30 days nor more than

60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 50% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 6. Uniform Rate of Assessment.** Special and annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 the assessments on a Lot is binding upon the Association as of the date of its issuance.

**Section 8. Effect of Nonpayment of assessments Remedies of the Association.** Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE VII - EXTERIOR MAINTENANCE**

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

**Section 2. Assessment of Cost.** The cost of such exterior maintenance shall be assessed by the Association against the Lot upon which maintenance is done and shall be added to and become a part of the Annual Assessment to which such Lot is subject as a Personal Charge and as a part of such Annual Assessment, it shall be a lien upon said Lot until

paid, subject however, to any prior lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided herein for Assessments.

**Section 3 Access at Reasonable Hours.** For the purpose solely of performing the exterior maintenance authorized by this Article VI, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

## **ARTICLE VIII - ZONING REQUIREMENTS**

This subdivision is an approved planned residential development under the regulations of the City of Maryville Planning Commission. A site plan for the development of the subdivision showing the proposed location of internal drives or streets and parking areas to be constructed in said subdivision is on file with the Planning Office of the City of Maryville. All of the requirements of the City of Maryville must be strictly adhered to unless changes have been first approved by the Planning Commission of the City of Maryville.

## **ARTICLE IX - STAGED DEVELOPMENTS**

**Section 1.** Additional Lands of the Developer situated in Blount County, Tennessee, as well as any other lands hereinafter acquired by the Developer may be subject to this Declaration.

**Section 2.** The Developer, its successors and assigns, shall have the right, but not the obligation, to bring additional properties within the plan of this Declaration in future stages of development regardless of whether said properties are presently owned by the Developer. Such proposed additions, if made shall become subject to Assessments as hereinafter provided. Under no circumstances shall this Declaration or any Supplemental Declaration bind the Developer, its successors and assigns, to make the proposed additions or in anywise preclude the Developer, its successors and assigns, from conveying the lands owned by Developer, but not having been made subject, to this Declaration, free and clear of this Declaration or any ,Supplemental Declaration.

**Section 3.** The additions authorized hereunder shall be made by filing of record a Supplemental Declaration with respect to the additional property which shall extend the plan of this Declaration to such property, and the Owners, including the Developer, in such additions shall immediately be entitled to all privileges herein provided.

**Section 4.** Such Supplemental Declarations, if any, may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, including, but not limited to single family attached and multi-family structure of the added properties as are not inconsistent with the plan of this Declaration. In no event, however, shall such Supplemental Declarations revoke, modify or add to the covenants, conditions and restrictions established by this Declaration or any Supplemental Declaration with respect to the then Existing Property.

## **ARTICLE X - PROTECTIVE COVENANTS**

Attached hereto as "Exhibit 1" and made a part hereof as fully as though contained herein word for word are the Protective Covenants relative to The Project as well as any other

lands which may be added as provided in Article II hereof. Every provision of this Declaration shall apply as fully as to the Protective Covenants as if same were set forth herein word for word.

ROYAL OAKS Development COMPANY, INC.

*Disclaimer: These documents are copies of the official Royal Oaks Covenants and Restrictions. They have been copied and re-printed for clarity. The official documents are on file at the register of deeds office in the Blount County Courthouse in Maryville*

ROYAL OAKS PROPERTYOWNERS,  
ASSOCIATION, INC.

BY:

MICHAEL L. ROSS, President

ATTEST:

CINDY CUTSHAW, SECRETARY