

NORTH CAROLINA

RESTRICTIVE COVENANTS FOR LAKE ROYALE
SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Lake Royale Corporation is the sole owner in fee simple of those certain tracts or parcels of land lying and being in Cypress Creek Township, Franklin County, North Carolina, and being known as Lake Royale Subdivision, as the same are shown on map thereof designated Map 16, as recorded in Plat Record File No. 1, Slides 181-185-A inclusive, in the Offices of the Register of Deeds of Franklin County, North Carolina, reference to said plats being hereby specifically referred to for a more particular and accurate description of said property;

THAT WHEREAS, Lake Royale Corporation has developed the lots included in Map 16 surrounding the golf course and it is the desire and intent of Lake Royale Corporation to develop said lots so as to further enhance the overall complexion of this phase of Lake Royale Subdivision as a select community; that these covenants and restrictions are designed to improve the property within Map 16 to the mutual advantage of the purchasers of the lots herein;

NOW, THEREFORE, in consideration of the premises and as an inducement and incentive to the prospective owners to purchase and develop said property, the undersigned does hereby covenant and agree to and with all persons, firms, or corporations hereinafter acquiring any property in the above-described subdivision, that all of the lots on Map 16 shall be and are hereby subject to the following restrictions as to the use thereof running with said property by whomsoever owned, and all subsequent conveyances thereof shall be subject to the terms, the periods of time indicated, and all Deeds for said subject properties shall be made subject to restrictive covenants of record, which are as follows, to-wit:

1. USE: Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any), and zoned as recreational areas, golf course, golf course clubhouse, multiple dwelling, or commercial on the recorded plat by Lake Royale Corporation. All Grantees agree that the use of any of the hereinafter-mentioned areas in Paragraphs 2, 3, 4, 5 and 6 shall be subject to approval of Grantor, its successors or assigns, and/or as established by Lake Royale Property Owners Association, Inc. as herein provided and to comply with all rules and regulations from time to time promulgated by said Association.

2. RESIDENTIAL LOTS:

A. Not more than one single family dwelling house may be erected or constructed on any one residential lot nor more than one building for garage or storage purposes. Said building for garage or storage purposes shall architecturally conform to the construction and style of the residence. Further, no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding, or similar material on outside walls. No house trailers, mobile homes, campers, tents, utility or storage buildings, canopies, or similar structures shall be erected, moved or placed upon said residential lot. All building exteriors must be completed within six months from the date the construction commences.

B. The following lots: 3103 through 3121, inclusive; 3155 through 3165, inclusive; 3181 through 3184, inclusive; 3194 through 3218, inclusive; 3221; 3222; 3225 through 3256, inclusive; 3295; 3363; 3383, 3384; 3403 through 3418, inclusive; 3420 through 3461, inclusive; 3487 through 3520, inclusive; 3538 through 3556, inclusive; which abut the golf course, have a shaded area reflected on Map 16. The shaded area of each lot is subject to a 25-foot surface easement reserved by Lake Royale Corporation, its successors or assigns as part of the golf course. Lots 3194, 3195, 3221 and 3222 are also subject to a 12½-foot easement for a golf cart path which is designated on the recorded plats by a shaded area and so denoted. The property owner of each lot so shaded shall have the subterranean use of said shaded area for the placement of such items as he may deem advisable to include leach fields or other disposal systems in compliance with local health regulations. In addition, no residence on the above-mentioned lots shall have less than 1400 sq. ft. of living area on the ground floor, the first floor, exclusive of the porch area. No porch or projection of any building shall extend nearer than thirty (30) feet from any front road right-of-way, fifteen (15) feet from any side road right-

See Amended Restrictive Covenants in Book 907, Page 614-625 See Amended Restrictive Covenants in Book 1085 Page 642-654
 See Amended Restrictive Covenants in Book 1005 Page 127-134 See Amended Restrictive Covenants in Book 1085 Page 655-670
 See Amended Restrictive Covenants in Book 1005 Page 829-838
 See Amended Restrictive Covenants in Book 1053 Page 28-39
 See Amended Restrictive Covenants in Book 1054 Page 154-170

of-way, twelve and one-half (12½) feet from any interior side or rear property line, nor forty (40) feet from any property line abutting the golf course.

C. No residence on lots 3101, 3102, 3219, 3220, 3462, 3419, 3486 shall have less than 1400 sq. ft. of living space on their ground floor, or first floor, exclusive of porch area. No porch or projection of any building shall extend nearer than thirty (30) feet from any front road right-of-way, fifteen (15) feet from any side road right-of-way, nor twelve and one-half (12½) feet from any interior side or rear property line.

D. On all the remaining lots in Map 16, no residence shall have less than 1000 sq. ft. of living space on the ground floor, or first floor, exclusive of porch area. No porch or projection of any building shall extend nearer than thirty (30) feet from any front road right-of-way, fifteen (15) feet from any side road right-of-way, nor twelve and one-half (12½) feet from any interior side or rear property line.

E. Plans and specifications for any structure or improvement to be erected on or moved upon or to any lot, the proposed location thereof on said lot or lots, the construction material to be used, the roof and exterior color schemes as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the prior approval of Lake Royale Property Owners Association, Inc. or its duly authorized agent or committee before any such work is commenced. Said Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Association or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the Association deems the plans, specifications or details, or any part thereof, to be contrary to the intent, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Association shall be final. Neither the Association nor its agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

F. No outside toilet shall be allowed on the premises. No untreated waste from any lot shall be permitted to enter any lake, stream or river within Lake Royale Subdivision. Each residential dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Franklin County Health Department or other governing legal authority. Each lot owner shall obtain approval from the appropriate legal authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot repair, alteration or replacement of the installed sanitary unit.

The Franklin County Commissioners have been authorized to establish a Sewer Authority to serve residential lots within this subdivision. If and when said Sewer Authority determines it is feasible to provide a central sewer system, the cost of same may be assessed to the residential lot owners within this subdivision.

3. RESERVED AREAS: Any area designated on Map 16 as being reserved shall mean reserved for residential, commercial or multiple dwelling use as the developer may desire so long as the future development is, in the sole discretion of the developer, compatible with the overall development of the subdivision.

A. Multiple dwellings shall include, but is not limited to, townhouses, duplexes or other multiple family dwellings.

B. Timesharing and/or interval ownership shall be a permitted use in reserved areas.

4. COMMERCIAL LOTS: Commercial lots as defined herein are those lots to be used exclusively for general business and/or commerce, including but not limited to motel, hotel, restaurant and/or clubhouse.

5. **RECREATIONAL AREAS:** Recreational areas as defined herein are those areas to be owned in common by all members of Lake Royale Property Owners Association, Inc., such as but not limited to greenways, picnic areas and bridle paths. Said areas are for the exclusive recreational use of Association members and their invitees and developer's guests.

Camping will not be permitted on recreational areas. For the purposes of this section, the golf course and golf course clubhouse are not considered recreational areas.

6. **GOLF COURSE AND COUNTRY CLUB AREA:** The golf course and country club area shall be comprised of Parcels 3557, 3558, and 3563. These areas shall be developed by the developer and operated as a golf course and golf course country club by the Lake Royale Property Owners Association for the use of its members, invitees and developer's guests. The golf course and golf course country club shall be operated and administered by Lake Royale Corporation and/or Lake Royale Property Owners Association or their assigns. The developer or its assigns and the Lake Royale Property Owners Association will establish the rules and regulations providing for eligibility for membership, costs, green fees, and/or any other normal costs which shall be applicable to Lake Royale Property Owners Association members, invitees and guests of developer. The developer has the right to deed the golf course and clubhouse area to the Property Owners Association. Nothing contained herein shall preclude guests of the developer from playing the golf course, and using the facilities of the clubhouse and country club area, provided the guests pay the prevailing green fees, golf cart rental and/or any other normal costs. The Lake Royale Property Owners Association along with the developer can establish a limited golfing membership.

7. **MAINTENANCE FEES:** Each lot owner, except owners of interval ownership property, within Lake Royale Subdivision shall be subject to an annual dues charge of \$60.00 (at present time) which he agrees to pay to Lake Royale Property Owners Association, Inc., its successors and assigns, as provided in the Code of Regulations of said Association, annually, on the 1st day of July commencing in the year following the date of the Agreement to Purchase. Interval owners shall pay a proportion of the stated POA dues through the Interval Ownership Association which shall be a charge of \$12.00 (at present time) per unit week, per year for each interval week. The dues shall be used for the improvement, maintenance and upkeep of the various areas reserved for the use of the property owners, as well as all private roads, lake basin, golf course and clubhouse, and dam area, irrespective of whether the privileges of using such areas are exercised or not. Each property owner, upon applying for membership in said Association, shall pay the initiation fee as is then established by the Association pursuant to its Code of Regulations. Each Grantee, for himself, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise. That upon the conveyance of any part of the land described herein, the purchaser thereof, and each and every successive owner and/or owners, shall, from the time of acquiring such property, covenant and agree to pay to Lake Royale Property Owners Association, Inc., its successors and assigns, all dues and charges both past due and/or future as provided in, and in strict accordance with, the terms and provisions hereof. All POA members are entitled to use and enjoy the golf course and facilities, provided they pay applicable green fees, golf cart rental, and/or any other normal charges. The Property Owners Association reserves the right to change said fees as provided for in Property Owners Association by-laws.

All persons owning residential, camping lots or other types of property in said subdivision shall be members of said Association.

8. **NUISANCES:** No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Royale Corporation or its successors or assigns. Failure to do so will result in maintenance of said lot by Lake Royale Corporation or its successors or assigns, in which event a proper charge for the same will be assessed and collected as provided in Restrictions Number 11 hereof.

9. UTILITY EASEMENTS: Lake Royale Corporation, for itself, its successors, assigns and licensees, reserves an easement upon all sixty (60) foot road rights-of-way, reserves a fifteen (15) foot wide easement along all road rights-of-way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon together with the right to trim and/or cut or remove any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. If and when the Sewer Authority established by the Franklin County Commissioners determines it feasible to install a central sewer system, such Authority shall have and it hereby is granted the right, along with other authorized utilities, to use the herein-reserved easements to install and maintain such central sewer system. Exceptions: (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on recorded plats: (2) no easement shall exist on that portion of any water front lot running along or abutting the shoreline of any lake within Lake Royale Subdivision unless shown on the recorded plats, except, however, Lake Royale Corporation, for itself, its successors, assigns, and licensees, reserves the right to cause or permit drainage of surface water over and/or through said lots. Lake Royale Corporation, its successors or assigns and licensees, reserves an easement on, over or under all road rights-of-way for the purpose of installing, operating, and maintaining the above-mentioned utilities and drainage. The owner of said property shall have no cause of action against Lake Royale Corporation, its successors, assigns or licensees either at law or in equity, excepting in case of any damages caused said property, by reason of willful negligence in installing, operating, removing or maintaining the above-mentioned installations. Lake Royale Corporation, its successors and assigns, reserves all mineral rights to the lands hereto, and the rights for the installation of television cables.

10. WATER AVAILABILITY, CONNECTION AND FEES: Grantee for itself, its successors and assigns, agrees that as a consideration of sale, and as a condition precedent to the installation of water mains adjacent to the lots as herein described and as appears on the map of Lake Royale Development, which said mains are to be located by Lake Royale Corporation, its successors, assigns, or licensees that the Grantee(s) jointly and severally promise to pay to the Grantor, its successors, assigns or licensees a minimum of \$5.00 per month, payable annually in advance, so long as water service is available. Payment for the first year or part thereof shall be due on the first day of the month immediately following the availability of water service to Grantee, its successors, executors or assigns, whether or not actual water service connection is then in existence to said Grantee, its heirs, executors or assigns, for the period beginning with said month and ending on September 20th subsequent thereto, and thereafter due and payable in the amount of \$60.00 annually in advance on the first day of October of each year. The foregoing charge is for the availability of water service and is not a contribution in aid of construction. Grantor, its successors, assigns or licensees upon receiving a written request and \$195.00 will install a water service connection from the main to the Grantee's lot line. The aforesaid charge for availability of water service becomes a charge for water service upon installation of said water service connection.

The aforesaid charges are subject to change by the North Carolina Utilities Commission. Exceptions and further explanations pertaining to conditions for water service have been, or will be recorded in the Office of the Recorder of Franklin County, North Carolina, and are hereby incorporated in and expressly made a part of this Agreement by reference.

11. COVENANTS RUNNING WITH THE LAND, DURATION OF RESTRICTIONS: These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators,

successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person, persons, or legal entity owning any land in the subdivision to prosecute by proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation.

The restrictions, conditions, covenants or agreements set forth above shall continue for a period of twenty (20) years and shall be automatically extended for successive periods of ten (10) years unless changed, altered, amended or revoked as hereinafter set out. All restrictions may be changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two-thirds of the said lots so agree in writing, or by action of the Lake Royale Property Owners Association at a meeting duly called for said purpose by a vote of at least two-thirds of the members present thereat or voting by proxy. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

IN TESTIMONY WHEREOF, the part of the first part has caused this instrument to be executed in its corporate name by its duly authorized corporate officers, and its corporate seal attached, this the day and year first above written. This is the 4th day of March, 1981.

LAKE ROYALE CORPORATION

By: [Signature]
VICE-PRESIDENT

ATTEST:

[Signature]
SECRETARY

STATE OF Mississippi

COUNTY OF Jackson

I, Betty Cochran, a Notary Public, do hereby certify that J. W. Sewell personally appeared before me, this day and acknowledged that he is Secretary of Lake Royale Corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by its name by its Vice-President, sealed with the corporate seal, and attested by himself as its Secretary.

WITNESS MY HAND AND NOTARIAL SEAL this the 4th day of March, 1981.

Betty Cochran
NOTARY PUBLIC

My Commission Expires:

2-28-83

NORTH CAROLINA
FRANKLIN COUNTY

(SEAL)

The foregoing certificate of Betty Cochran, a Notary Public of Jackson Co, Mississippi, is certified to be correct This the 13th day of March, 1981

Martha D. Shearin
Martha D Shearin
Register of Deeds

NORTH CAROLINA
FRANKLIN COUNTY

Filed for Registration the 13th day of March AD 1981 at 10 50 A M
registered the 13th day of March
AD 1981 in Book 794 Page 5 198-203
Martha D. Shearin
MARTHA D SHEARIN- REGISTER OF DEEDS
BY _____