

ALL REFERENCES TO
GENDER WILL BE
MEANT TO INCLUDE
ALL GENDERS

Lake Royale
User's Guide
to the
RESTRICTIVE
COVENANTS
AMENDED and RESTATED
RESTRICTIVE COVENANTS
for
LAKE ROYALE SUBDIVISION
(Formerly Lake Sagamore Subdivision)

For both Franklin and Nash Counties in North Carolina.

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Article 1. Declarations of the Restrictive Covenants

This Amended and Restated Declaration of Restrictive Covenants (hereafter, "Restrictive Covenants or Covenants") of this Subdivision is made and entered into this day by and among the property owners of Lake Royale, a private gated community in Cypress Creek Township, Franklin County, North Carolina and in Manning's Township, Nash County, North Carolina; and

WHEREAS, it is the objective of these Restrictive Covenants to provide a safe, wholesome and attractive private recreational community for the Association members in which each member is an integral part, and which is solely supported by its members without outside government intervention or control (such provision does not preclude applying for and using such grants as may benefit the community) and for that purpose each property owner covenants he will pay the dues to finance the reasonable operation and maintenance thereof; and

WHEREAS, North Carolina American Realty Service Corporation began the development of a subdivision in Cypress Creek Township, Franklin County, North Carolina, known as Lake Sagamore Subdivision; that the said North Carolina American Realty Service Corporation subdivided certain lands in Cypress Creek Township of Franklin County, North Carolina, and recorded the plats thereof and recorded Restrictive Covenants governing the various uses and establishing control over said lands for the enhancement of the Subdivision and for the mutual benefit of all persons owning property within the Subdivision; and

WHEREAS, Lake Royale Corporation became the successor developer to North Carolina American Realty Service Corporation and continued to develop the project formerly known as Lake Sagamore and in addition thereto, added three (3) additional tracts or parcels of land to the Subdivision in Cypress Creek Township, Franklin County, and in Manning Township, Nash County, North Carolina; that furthermore, Lake Royale Corporation renamed the development as Lake Royale Subdivision and the undeveloped lands of the former project and the newly acquired lands were subdivided and plats prepared thereof and recorded in the offices of the Register of Deeds of Franklin County, and in Manning's Township, Nash County, North Carolina; that Restrictive Covenants were recorded by Lake Royale Corporation for the additional lands to protect the best interest of all of the property owners in the total Subdivision which were essentially the same as those previously recorded for Lake Sagamore Subdivision; that said Restrictive Covenants were designed to improve and protect the property and were for the mutual advantage of all property owners within this Subdivision. (NOTE - Section 15 was sold and deleted from the Subdivision in 1997); and

WHEREAS, Lake Royale Property Owners Association, Inc. (hereafter, 'POA' or 'Lake Royale POA' or 'Association') is the duly organized and chartered governing body charged with the responsibility of administering these Restrictive Covenants for the benefit of the property owners within this Subdivision, which includes the former Lake Sagamore Subdivision; that all property owners are subject to these Restrictive Covenants and are a member of the POA and they have duly elected a Board of Directors to govern the administration of the By-laws, Restrictive Covenants, and

WHEREAS, Lake Royale Corporation was the developer of this Subdivision and was the owner of numerous unsold lots within said Subdivision; that Lake Royale Corporation did not vote in the POA ballot on the following Amended and Restated Restrictive Covenants but did join in this instrument for the purpose of adopting and approving of said Restrictive Covenants as they affected the lands still owned by the developer, [] and

WHEREAS, by unanimous vote of the Board of Directors of the Lake Royale POA, it was resolved that the various Restrictive Covenants as amended and recorded in the offices of the Register of Deeds of Franklin and Nash Counties', North Carolina, covering the uses, benefits and other aspects of life within this Subdivision should be consolidated and updated to provide all members and property owners with a consolidated and current set of Restrictive Covenants for the Subdivision; and

[] **See Footnotes on pages 33 & 34**

Article 1. Declarations of the Restrictive Covenants *continued*

WHEREAS, at the annual meeting of the Lake Royale POA held at the clubhouse on July 17, 1982 the members of the Corporation, as provided in the Restrictive Covenants for this Subdivision and the By-laws for the Lake Royale POA did, after appropriate notice to the membership of the Association, enact the following Amended and Restated Restrictive Covenants for this Subdivision, formerly known as Lake Sagamore Subdivision, and directed that the Secretary record a copy of the Amended and Restated Restrictive Covenants in the office of the Register of Deeds of Franklin County, North Carolina, and in the office of the Register of Deeds of Nash County, North Carolina, and to post a copy thereof on the official bulletin board for the Association in the clubhouse; and

NOW THEREFORE, pursuant to the authority granted to the Lake Royale POA and as an inducement and an incentive to prospective property owners in this Subdivision and for the protection of the rights and interests of all persons or entities owning property in Lake Royale Subdivision, Cypress Creek Township, Franklin County, and in Manning's Township, Nash County, North Carolina, the Lake Royale POA hereby declares that the filings of the plat records and By-laws and Restrictive Covenants are as follows:

- 1) **Franklin County Plat Records:** All of the lands in Franklin County which now comprise Lake Royale Subdivision., formerly known as Lake Sagamore Subdivision, have been subdivided and the plats of said Subdivision are recorded in the office of the Register of Deeds of Franklin County, North Carolina, in Plat Book 12, pages 1-75, and Plat Record File 1, Slides 99-105, 114, 125-129A, 131 and 131A, 138A-139, 180 and 180A, 181-185A, 191A and 192.
- 2) **Nash County Plat Records:** All of the lands in Nash County which now comprise Lake Royale Subdivision, formerly known as Lake Sagamore Subdivision, have been subdivided and the plats of said Subdivision are recorded in the office of the Register of Deeds of Nash County in Plat Book 13, pages 168-177 and pages 207-210.
- 3) **Filing of Restrictive Covenants:** That the prior Restrictive Covenants for Lake Sagamore Subdivision, now Lake Royale Subdivision, are recorded in the office of the Register of Deeds of:
 - a) **Franklin County**, North Carolina, in Book 696, pages 406-414 and in Plat Book 12, page 5; that the Restrictive Covenants for the remaining portion of the old Lake Sagamore Subdivision and for the new lands of the Lake Royale Subdivision are recorded in the office of the Register of Deeds of Franklin County, North Carolina, in Book 762, pages 203-208, Book 772, pages 81-86, Book 773, pages 186-191, Book 794, pages 191-204 (NOTE - pages 196 & 197 are recorded separately under 'Declarations of Reservations'), Book 876, pages 23-32, Book 892, pages 133-144, Book 907, pages 614-624, Book 909, pages 747-756, Book 975, pages 905-912, Book 977, pages 383-392, Book 1005, pages 127-134 and 829-838, Book 1027, pages 801-813, Book 1028, pages 723-735, Book 1053, pages 28-39, Book 1085, pages 642-654, Book 1086, pages 505-517, Book 1206, pages 1014-1022, Book 1231, pages 588-597, Book 1424, pages 443-453, Book 1491, Pages 753-763, Book 1673, Pages 122-123.
 - b) **Nash County**, North Carolina, in Book 1050, Pages 344-348, Book 1058, Pages 304-307, Book 1468, Pages 549-558, Book 1503, Pages 967-979, Book 1540, Pages 548-559, Book 1767, Pages 827-835, Book 1809, Pages 31-40, Book 2076, Pages 42-52, Book 2166, Pages 602-613, Book 2340, Pages 969-980.
- 4) **Restrictions and Conditions:** That these plats are hereby subjected to the restrictions and covenants set forth herein, and all of the previously recorded Restrictive Covenants for Lake Royale Subdivision, are hereby consolidated, amended and restated into the following 'Amended and Restated Restrictive Covenants for Lake Royale Subdivision' which are for the mutual advantage of the owners and/or purchasers in said Subdivision, which restrictions shall run with the land by whomsoever owned and all subsequent conveyances thereof and shall be binding upon all persons or parties having or acquiring any right, title or interest in and to any of the lands described herein as being subject to these Restrictive Covenants, and all property as described herein shall be subject to the terms, restrictions and conditions of the following Restrictive Covenants as specified and for the periods of time indicated and all Deeds for said properties shall be made subject to said Restrictive Covenants which supersede in full all of the previously recorded Restrictive Covenants:

Article 2. Organization of the Property Owners Association, Inc. (POA) and General Description of Areas within this Subdivision

Section 2.1. Creation of the POA

- 1) Each property owner within this Subdivision shall automatically become a member of the Lake Royale POA upon purchasing a lot.
- 2) The members of the Lake Royale POA have heretofore joined together to form a non-profit corporation which has been duly chartered by the Secretary of the State of North Carolina on January 17, 1972 as the Lake Sagamore Property Owners Association, Inc., and amended on February 8, 1978 as the Lake Royale Property Owners Association, Inc. A copy of said charter being recorded in the office of the Register of Deeds of Franklin County.
- 3) That thereafter, said Corporation elected directors and adopted a set of By-laws governing the operation of said Corporation, which said By-laws, as amended, are on file (copy available at POA office) with the duly elected Secretary of the Corporation (BOD Secretary) and are designed to carry out the objectives set forth in these Restrictive Covenants.
- 4) Pursuant to the agreement of the developer and the members of the Association, all areas within the Subdivision as shown on the above-referenced plats, are subject to the Restrictive Covenants. This agreement provides that all areas within the Subdivision, which are not designated as property to be sold or to be developed by the developer will become the property of the Association at intervals based on completion of the various sections of the project by the developer. Upon acceptance of each of these areas by the Association from the developer, it shall be the Association's responsibility to maintain each and every area in a state of good repair and maintenance.

Section 2.3. Responsibilities of the POA

- 1) The Corporation shall maintain a current and accurate record of all dues payments and all other receipts and an accurate record of all disbursements, 1 and
- 2) The POA shall maintain a Fixed Asset Inventory of all of its property, both real (land, buildings, etc) and personal (furniture, computers, cars, etc.)
- 3) The POA is to provide recreational facilities and events/functions for the use and benefit of the membership, which shall be financed totally or in part out of the dues.
- 4) The POA is further authorized and directed to acquire and maintain such personal property (motor vehicles, maintenance equipment, tools, materials, etc.) as may be reasonably necessary to carry out the purposes and responsibilities of the Lake Royale POA:
 - a) To keep such property in a state of good repair.
 - b) To be purchased and maintained from Association dues.
- 5) The POA will, as funds permit, acquire additional amenities which shall be for the sole use and benefit of the membership of the Association and to be maintained by the Association.
- 6) Other buildings and improvements may be built or acquired by the Association for the use and benefit of the members of the Association, which are called amenities, and shall be maintained in a state of good repair and order by the Association.

NOTE - see By-laws for additional details.

Section 2.6. Lot Designations

Each lot on the plats of the previously referenced lands in this Subdivision have been designated as residential, camping, commercial, multiple dwelling, recreational, greenways, golf course, buffer zone or Reserved for future development:

- 1) Residential lots are identified by numbers only.
- 2) Camping lots have a prefix of the letter 'C' in addition to the number.
- 3) All other areas are so designated on the recorded plats.
- 4) Successors in title agree that each lot shall be subject to the use so designated as herein defined, and shall be subject to the Lake Royale By-laws, Restrictive Covenants and the Rules and Regulations promulgated by the Lake Royale POA.
- 5) Undesignated lands within the Subdivision are for the mutual use of all property owners.

Section 2.7. Common Property (includes Recreational Areas)

- 1) The following designated areas have been recorded on the Lake Royale Plat Maps as being owned by the POA. Said areas are for the exclusive recreational use of Association members in good standing, their invitees and developer's guests.
 - a) **Recreational areas** as defined herein are those areas to be owned in common by all members of the Lake Royale POA, such as, but not limited to:
 - 1) Basketball courts, beaches, clubhouse, community docks, horseshoe pits, lake access areas, picnic areas, picnic shelters (like Pavilion), playgrounds, miniature golf, shuffleboard court, swimming pool, tennis courts and volleyball court.
 - 2) For the purposes of this section, the golf course and golf course Clubhouse/Pro-shop and entrance building in Section 16 (off of Sledge Road) will not be considered recreational areas as they are privately owned. See *Section 2.14 Golf Course and Clubhouse/Pro Shop* in this document.
 - b) **Non-Recreational areas:**

These areas include, but are not limited to: buffer zones, comfort centers, dam and spillway areas, greenways, mailbox areas, POA office, POA Complex, roads, guard houses (main gate) and other buildings and areas within the Subdivision.
- 2) Camping will not be permitted on any POA property, except in areas so designated for such purpose.
- 3) No structures of any kind shall be placed on POA property without the written consent of the Lake Royale Board of Directors. Examples of POA property include, but are not limited to, road right-of-ways, greenways, buffer zones, beaches and comfort centers. Exception: In those instances where POA property is located between the property owner's lakefront property line and the shoreline, the lakefront property owner may, with the proper permits, construct a bulkhead, boat ramp, boat shelter, and/or boat slip on POA property that abuts the shoreline. 37

NOTE - for additional information on *Common Property (includes Recreational Areas)*, see Rules and Regulations (Part II).

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Section 2.8. Easements for Right-of-Ways, Utilities and Drainage

The POA, POA agents and any utility companies, their successors or assigns and licensees, reserves an easement on, over or under all road right-of-ways for the purpose of installing, operating and maintaining utilities and drainage and the rights for the installation of television cables.

1) **Road Right-of-Ways:**

- a) A road easement is a total of 60 feet and consists of:
 - 1) A road approximately 30 feet in width, and
 - 2) A road right-of-way (shoulder) approximately fifteen (15) feet in width on both sides of the road.
- b) Nash County easement is a total of 40 feet.
- c) Section 16 has some additional easements depending on the location of the lot. For additional information, see the recorded plats and *Section 7.1 Section 16 - Easements* in this document.
- d) Use of the road right-of-ways is limited to the installation of potable water lines, the installation of other underground utilities, driveway access onto a property owner's lot, as well as drainage of surface water. Nothing shall be done to hinder the free flow of surface water in these drainage ditches.

NOTE - for additional information on Road Right-of-Ways, see 'Franklin County Ordinances for Lake Royale'.

2) **Utility Easements:**

- a) For the purpose of installing, operating and maintaining utility equipment, power and telephone lines, television cables, utility lines and mains thereon together with 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, the following easements apply:
 - 1) A fifteen (15) foot wide easement along all road right-of-ways ...i.e., the utility easement starts at the lot's front property line and continues 15' into the owner's property).
 - 2) A five (5) foot wide easement runs along the sidelines of every lot and a five (5) foot wide easement runs along the rear lines of every lot, except for waterfront lots.

Exceptions:

- a) Contiguous lots: Where an owner of two (2) 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 the recorded plats maps.
- b) Waterfront Lots: No easement shall exist on that portion of any waterfront lot running along or abutting the shoreline of any lake within this Subdivision unless shown on the recorded plat maps.
- b) Reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above
- c) These services are for the convenience of the property owners.

3) **Drainage Easements:**

In order to preserve the natural state of portions of this Subdivision, the cutting of trees, shrubs and natural ground cover in those areas designated as drainage easements as appear on plat maps of Lake Royale Subdivision as recorded in the Offices of the Register of Deeds of Nash and Franklin Counties is prohibited; except for the installation of utility services or the written approval of the Lake Royale POA.

4) **Surface Water:**

The POA, for itself, its successors, assigns, and licensees, reserves the right to cause or permit drainage of surface water over and/or through said lots.

5) **Easement Liabilities:**

The owner of said property shall have no cause of action against the Lake Royale POA, 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.

Section 2.9. Greenway/Buffer Areas

The properties referred to as 'greenway' and as recorded as such on the Plat Maps of Lake Royale are owned by the POA. The 'buffer zone' is the area around the perimeter of this Subdivision.

NOTE - for additional information on *Greenway/Buffer Areas*, see Rules and Regulations (Part II).

Section 2.10. Mineral Rights

Lake Royale Corporation, its successors and assigns, reserves all mineral rights to the lands within this Subdivision.

NOTE - In addition to the above, the Association does NOT own the following areas within Lake Royale, but they remain subject to the Lake Royale By-laws, Restrictive Covenants and adopted Rules and Regulations.

Section 2.12. Commercial Lots

Commercial lots are to be used exclusively for general business and/or commerce.

Section 2.14. Golf Course and Clubhouse/Pro Shop

These are privately owned. This section refers to the working part of the golf course only, not the residential lots. For information on residential lots in Section 16, see *Article 7. 'Section 16 ("The River") - Additional General Guidelines'* in this document.

- 1) The golf course and its facilities comprise Parcels 3062, 3221, 3254, 3255, 3256, 3405, 3541, 3557, 3558 and the Clubhouse/Pro Shop area parcel 3563. **[4]** These areas shall be operated as a golf course and golf course Clubhouse/Pro Shop.
- 2) The golf course shall be operated for the use and enjoyment of the Lake Royale POA membership, other golf members, the owner or its successors or assigns, invitees, guests and the general public.
- 3) The green fees/cart fees charged any Lake Royale POA member are at a rate ten (\$10.00) dollars less than the fees charged to any guest, invitee, or any other non-member. A current Lake Royale POA membership card must be shown to receive the above discount.
- 4) The owner/developer has the right to sell the golf course and Clubhouse/Pro Shop area to the Lake Royale POA or sell same to any third party **[31]** provided the new owner receiving title to the facility is required to continue a golf operation and also continue the green fees/cart fees discount for the POA membership.
- 5) Nothing contained herein shall preclude guests and invitees of the owner of the golf course from playing the golf course and using the facility.
- 6) The golf course shall be operated in consultation with the Lake Royale POA as same relates to the establishment of Rules and Regulations.

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Article 3. General Guidelines - ALL Lots

NOTE - See 'Index' at end of this document for additional categories not listed below. Also see Article 7 (Residential Area), Article 8 (Section 16, "The River") and Article 9 (Camping Area) for additional general guidelines.

Section 3.1. Building Committee (BC)

The Lake Royale Building Committee (henceforth BC) is a committee of the Board of Directors which reviews all plans of construction submitted to it for any structure(s) and/or lot development. Specific criteria for different types of structures and different procedures in the application process are set forth in the following Articles and Sections. These criteria are intended as guidelines to aid a property owner in pursuing the construction, installation or erection of exterior improvements on their lot; however, no specific criteria herein is intended to supersede or replace the need for an owner or his agent to secure prior approval from the Lake Royale BC, unless noted otherwise.

- 1) All plans and specifications must be submitted to the Lake Royale BC for any structure or improvement to be erected on or moved upon or to any lot and the proposed location thereof on said lot or lots, the construction material to be used and the roof and exterior color schemes.
NOTE - for additional information on what the BC requires, see Rules and Regulations (Part I).
- 2) Additionally, **all exterior remodeling, reconstruction, alteration or additions to any structure or improvement on any lot shall be subject to and shall require the approval of the BC** of the Lake Royale POA, or its duly authorized agent, before any such work is commenced.
- 3) The said Association's BC, BOA and/or BOD 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 this Association, or when.
 - a) All proposed structures on a lot are not constructed with complimentary design and color, or
 - b) The plans and specifications submitted are incomplete; or
 - c) The BC deems the plans, specifications, details, or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof; provided however, that approval will not be arbitrarily or unreasonably withheld, and
- 4) 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.
- 5) The Association's BC shall operate pursuant to the procedure set forth in the By-laws, Restrictive Covenants and its adopted Rules and Regulations.

NOTE - 'Franklin County Ordinances for Lake Royale' are handled by the Lake Royale Company Police.

- 6) When an appeal is made to the BOD of the Association, their decision shall be final.

NOTE - a nominal fee is charged by the BC for most building permits, as shown in the '*Lake Royale BC Fees and Permits Listing*'. A copy of this permits listing may be obtained at the POA office.

NOTE - for additional information, see By-laws.

Section 3.8. Carport (Unattached) 38

Property owner must have a Building Permit from the BC prior to the start of installation or construction.

- 1) Property owner shall be allowed to construct one (1) site built carport or place one (1) pre-fabricated carport on each lot. 5
- 2) No more than two (2) unattached accessory structures for storage purposes (garage or carport or storage buildings/sheds) will be allowed... 7 ...i.e., only one garage or one carport will be allowed on a lot, but two storage buildings/sheds may constitute the two buildings allowed..
 - a) The following combinations of unattached accessory structures for storage purposes shall be permitted.
Either:
 - 1) An unattached garage and an unattached storage building/shed, OR
 - 2) An unattached carport and an unattached storage building/shed, OR
 - 3) Two unattached storage buildings/sheds.
 - b) A combination of a carport and a garage shall not be allowed.
- 3) Said carport must not exceed 24 feet by 30 feet in size.
- 4) It must comply with all setback regulations.
- 5) It must be single story. ..
- 6) It must not be located over an existing or future septic tank, or its drain fields.
- 7) It may have screening and/or open lattice. 6

NOTE - see Rules and Regulations (Part I).for additional information on Carports, Garages and/or Storage Buildings/Sheds,

Section 3.12. Disposal of Garbage, Refuse, Waste and Debris

No debris, waste, garbage, trash or rubbish shall be allowed to accumulate on any camping lot.

NOTE - for additional information on *Disposal of Garbage, Refuse, Waste and Debris*, see 'Franklin County Ordinances for Lake Royale' and also see Rules and Regulations (Part II).

Section 3.23. Maintenance of Lot

- 1) Owners shall maintain all dwelling, trailers, recreation vehicles, storage buildings/sheds and any other structure of any kind in good repair and appearance.
- 2) Condition of said lot and appearance of structures shall be determined by the Lake Royale Company Police and/or POA General Manager or Assistant Manager and such determination may be appealed to the Board of Adjustment.
- 3) Failure to correct same when notified by the Association may result in maintenance of said lot by the Association in which event a proper charge will be assessed for same and shall be paid by the property owner.

NOTE - for additional information on *Maintenance of Lot*, see Rules and Regulations (Part II).

Section 3.24. Mobile Homes

No camping units designated as mobile homes are allowed within the Lake Royale Subdivision.

Section 3.26. 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 a neighbor or the neighborhood.

NOTE - for additional information on nuisances, see 'Franklin County Ordinances for Lake Royale'.

Section 3.28. Pets and Animals

No animals or fowl shall be kept or maintained on any lot except customary household pets, none of which shall be allowed to run at large.

NOTE - for additional information on pets and animals see 'Franklin County Ordinances for Lake Royale' and also see *Pets and Animals* in Rules and Regulations (Part II).

Section 3.37. Signs

No signs of any kind shall be displayed on any lot except name signs and/or physical address signs **10** and "For Sale" signs not exceeding 2' x 2' without the written permission of the Lake Royale Property Owners Association, Inc., or its successors or assigns, unless otherwise required/allowed by N.C. law.

Exceptions:

- 1) Physical address and lot number signs must be displayed during construction. Lot number sign must be removed once construction is complete.
- 2) Political signs not exceeding 2'x2' may be displayed on a property owner's lot no earlier than forty-five (45) days before the day of the election or later than seven (7) days after the election. No political signs shall be displayed on common areas, easements, right-of-ways, or other areas owned by others. **11**

NOTE - for additional information on *Signs*, see Rules and Regulations (Part II).

Section 3.41. Trailers (Watercraft and Utility)

Each property owner shall be allowed to place watercrafts, watercraft trailers and one (1) maximum sixteen (16) foot total length utility trailer on their lot, providing they comply with road right-of-ways setback regulations. **10**

Section 3.43. Uses of Lake

Uses of lake shall be in compliance with the Rules and Regulations of the Lake Royale POA and the North Carolina Wildlife Commission. Only residents of the lake are allowed to bring in a boat or jet ski through the main gate.

NOTE - all boat operators are urged to take the US Coast Guard Safety Course. For additional information, obtain a copy of the '*NC Vessel Operator's Guide*' from the NC Wildlife Resources Commission.

NOTE - enforcement of the laws on Lake Royale waters and its shorelines shall be carried out by the Lake Royale Company Police and the NC Wildlife Commission, per powers granted by NC House Bill 1728. See HB 1728 for additional information.

NOTE - for additional information on *Uses of Lake*, see Rules and Regulations (Part II).

Section 3.47. Wells

- 1) No individual water wells shall be allowed on any camping or residential lot.
- 2) Lot 3061 is reserved for water and utility supply, storage, distributions and support facilities.

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Article 4. Lot Development Guidelines - All Lots

NOTE - A major concern of the Association is the protection and preservation of our lake. The lake is here for the enjoyment of the membership. In that regard, the **Riparian Buffer Protection Rules** must be followed as closely as possible without preventing a property owner reasonable use of their waterfront property

Section 4.2. Driveways

Effective July 17, 2005, and thereafter, all property owners installing a new driveway must put in a minimum fifteen (15) foot long by twelve (12) foot wide concrete or asphalt apron abutting the road. **11**

NOTE - for additional information on *Driveways*, see Rules and Regulations (Part I).

Section 4.5. Reserved Areas

NOTE - The following reserved areas are presented as explanatory information to help describe the three (3) areas within Lake Royale that, as yet, have not been developed with roadways and utilities. These areas are:

- a) **Lot 2972A** is in Section 13 and is privately owned. It was originally a part of Carriage Manor. This land is reserved for construction of residential, commercial or multiple dwelling uses, as the owner may desire, so long as future development is compatible with the overall development of this Subdivision.
 - b) **Lot 3562** is in Section 16 and is privately owned. It is designated as 'Reserved' on the recorded plat maps and shall mean reserved for residential, commercial or multiple dwelling use as the owner may desire so long as the future development is compatible with the overall development of this Subdivision.
 - c) **"Extension of" Taopi** is in Section 16 and includes Grey Sky and Long Run Roads. It is privately owned and is slated for future single-family residential construction.
- 1) Any area designated on the before mentioned recorded maps 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, however, no camping areas shall be allowed in Section 16.
 - 2) Multiple dwelling shall include, but is not limited to, townhouses, duplexes or other multiple family dwellings.
 - 3) Time-sharing and/or interval ownership shall be a permitted use in reserved areas. Interval Ownership property owners shall pay a proportion of the prevailing dues through the Interval Ownership Association, which shall be a charge of one-fifth of the dues of the non-interval owner, per unit week per year, for each interval week. The Interval Owner Association is a private Association and is not owned by the Lake Royale POA.
 - 4) Developer must apply for a Building Permit from the BC and have it approved by them prior to the start of installation or construction.

NOTE - for additional information on *Reserved Areas*, see Rules and Regulations (Part I).

Section 4.6. Sanitation

- 1) No outside toilet shall be allowed.
Exception: A Port-A-John is required during initial construction, per County Ordinance. Port-A-John must be located at the front of the owner's lot, within their property line, not on the POA road right-of-ways.
- 2) No sewage, garbage, liquid or solid waste disposal systems, pits, "post holes", buried metal drums, or other similar structures or operations shall be permitted on any camping or residential lot except for waste storage containers as approved by the Franklin County or Nash County Health Departments and approved by the Lake Royale POA Board of Directors.

NOTE - effective in year 2000, the State of North Carolina banned in-ground holding tanks.

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- 3) No treated or untreated waste from any dwelling and/or accessory structure, including but not limited to, waste from gray water (washing machine, tub, sinks) or black water (septic system) shall be permitted to run onto the ground or enter any lake, creek, river, stream or pond located within this Subdivision.
- 4) See *Section 3.12. Disposal of Garbage, Refuse, Waste and Debris* in this document.
- 5) See *Section 4.7. Septic System* in this document.
- 6) See *Section 8.6. Camping - Dumping and Sanitation* in this document

NOTE - for additional information on *Sanitation*, see 'Franklin County Ordinances for Lake Royale'.

Section 4.7. Septic System

- 1) Septic tanks are permitted on Franklin County camping lots that are approved by the Franklin County Health Department. Nash County does not allow septic systems. Contact Franklin County Health Dept. for additional information.
- 2) POA requires a copy of the County permit for their files.
- 3) Each residential dwelling shall have an individual septic system and the owner of said lot shall install a type of system that complies in all respects with the requirements of the Franklin County Health Department or other governing legal authority.
- 4) Each lot owner shall obtain approval from the appropriate legal authority prior to the installation of any septic 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 septic system.
- 5) No drain field or other disposal system shall be allowed nearer than sixty (60) feet to the normal water elevation of any lake located within Lake Royale Subdivision.

NOTE - for additional information on *Septic System*, see Rules and Regulations (Part I).

Section 4.8. Setbacks

NOTE - Setbacks shall be measured horizontally from the property line to the nearest part of the structure, including all projections (bay windows, chimneys, cantilevered decks, and the like). Roof overhangs are excluded.

The following minimum setbacks apply to lots within each of the following designated categories:

- a) Residential Area - See *Section 6.6. Residential - Setbacks* in this document.
- b) Camping Area - See *Section 8.9. Camping - Setbacks* in this document.

Section 4.10. Water Availability, Connection and Fees

- 1) Each property owner and each prospective property owner for themselves, their heirs, successors and assigns, as a consideration of purchase and 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 a minimum of \$2.00 per month, per lot, payable annually in advance, so long as water service to such property owner's lot is available.
- 2) Payment for the first years or part thereof shall be due on the first day of the month immediately following the availability of water service to the property owners lot whether or not actual water service connection is then in existence to said lot for the period beginning with said month and ending on September 20th subsequent thereto; that thereafter, the amount of \$24.00 annually shall become due and payable in advance on the first day of the fiscal year of the water company of each year.
- 3) The foregoing charge is for the availability of water service and is not a contribution in aid of construction.
- 4) Lake Royale Corporation, its subsidiaries, successors, assigns or licensees upon receiving a written request and the established connection or tap-on fee will install a water service connection from the main to the Grantee's lot line.
- 5) The aforesaid charge for availability of water service becomes a charge for water service upon installation of said water service connection at rates approved by the North Carolina Utilities Commission.
- 6) The aforesaid charges are subject to change by the North Carolina Utilities Commission.

Continued on next page

- 7) 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 posted on the clubhouse bulletin board and are hereby incorporated in and expressly made a part of this Agreement by reference.
- 8) Each property owner shall use the water supply from the water company owning and operating water works facilities within Lake Royale Subdivision.

NOTE - for information on the current water provider, contact the POA office

Section 4.11. 5' Elevation above Flood Zone Level

No dwelling shall be erected below an elevation of five (5) feet above the normal water elevation of any lake located within this Subdivision.

NOTE - for additional information on *5' Elevation above Flood Zone Level*, see Rules and Regulations (Part I)

Article 5. Lot Development Guidelines - Waterfront Lots

Section 5.1. General Guidelines for Waterfront Lots

The only construction permitted prior to construction of a house in the residential area or a cottage in the camping area or the placement of a camping unit in the camping area, is the construction of a boat shelter, boat slip, bulkhead (seawall) and/or dock, with the exception that in the entire camping area a storage building/shed may be constructed or installed at any time. 12

Section 5.3. Boat Shelter (formerly 'Boathouse')

- 1) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) Each waterfront lot owner may construct one (1) boat shelter.
- 3) Maximum extension of boat shelter from the shoreline into the lake is ten (10) feet.

NOTE - for additional information on *Boat Shelter*, see Rules and Regulations (Part I).

Section 5.4. Boat Slip

Property owner must have a Building Permit from the BC prior to the start of installation or construction.

NOTE - the Riparian Buffer Protection Rules and the preservation of our lake must be strongly considered in the construction of a boat slip. Damage to or loss of vegetation at or near the shoreline must be kept to an absolute minimum.

NOTE - for information on *Riparian Buffer Protection Rules*, see Rules and Regulations (Part I).

NOTE - for additional information on a *Boat Slip*, see Rules and Regulations (Part I).

Section 5.6. Dock (Fixed or Floating)

- 1) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) Each waterfront lot owner may construct one (1) dock.
- 3) Maximum extension of dock from the shoreline into the lake is ten (10) feet.
- 4) No boat docks, floats or other structures on camping or residential lots extending into the Lake shall be constructed or placed into or on any Lake within the Lake Royale Subdivision without prior written approval of the Lake Royale Association or its successors or assigns.

NOTE - for additional information on *Docks (Fixed or Floating)*, see Rules and Regulations (Part I).

Article 6. Residential Area - Additional General Guidelines

The following guidelines shall apply only to those lots designated as 'Residential' (includes Section 16, unless noted otherwise).

Section 6.1. Residential - General Guidelines

- 1) Only one (1) single-family residence is allowed on any one residential lot.
- 2) Only new construction (of dwellings) will be permitted or approved.
- 3) Must comply with all setback regulations.
- 4) All construction must conform to the County building codes.
- 5) The POA shall leave to the appropriate governing bodies the enforcement of State and County standards and their codes, and shall have the Lake Royale Company Police enforce all *Franklin County Ordinances for Lake Royale*.
- 6) The design and color scheme of all structures on a lot must be constructed with complimentary design and color.
- 7) No accessory structure shall be used for living quarters at any time. Examples of accessory structures include, but are not limited to, garages, storage buildings/sheds, carports, boat shelters, gazebos, greenhouses, etc.
- 8) All building exteriors must be completed within six (6) months from the date the construction commences.
- 9) No structure shall have permanent tarpaper, roll brick siding, raw wood or similar material on exterior walls.
- 10) No more than two (2) unattached accessory structures for storage purposes (garage or carport or storage buildings/sheds) will be allowed... **7** ...i.e., only one garage or one carport will be allowed on a lot, but two storage buildings/sheds may constitute the two buildings.
 - a) The following combinations of unattached accessory structures for storage purposes shall be permitted.

Either:

 - 1) An unattached garage and an unattached storage building/shed, OR
 - 2) An unattached carport and an unattached storage building/shed, OR
 - 3) Two unattached storage buildings/sheds.
 - b) A combination of a carport and a garage shall not be allowed.
 - c) Boat shelters shall be the exception whenever reference to an accessory structure for storage purposes is made
- 11) Each residential property owner shall be allowed to place one (1) registered self propelled or towable camping vehicle that he owns (RV, 5th wheel, travel trailer) on his lot. **13**
 - a) The camping vehicle may not be used for living quarters at any time while on the owner's lot. **13**
 - b) Mobile homes are prohibited. **13**
 - c) Tents may be set up for forty-eight (48) hours. **13**
- 12) Modular homes will be allowed which meet the specifications and standards adopted by the Lake Royale BC and approved by the Board of Directors. **14**
- 13) The area between the ground and lower floor of the dwelling shall be enclosed with a material compatible to the material used on the exterior of the building. **15**
- 14) No camping areas shall be allowed in residential areas.
- 15) Nothing herein shall prevent the BC from issuing a permit to locate a temporary building on a residential lot after the construction of a dwelling house has commenced.

NOTE - a copy of the County Certificate of Occupancy (henceforth CO), must be filed at the POA office.

NOTE - see *Section 4.2. Driveways* in this document.

NOTE - for additional information on *Residential - General Guidelines*, see Rules and Regulations (Part I).

Section 6.2. Residential - Deck **36**

This applies to residential decks constructed AFTER the dwelling is built.

- 1) A property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) May be any size.
- 3) Must comply with all setback regulations.
- 4) Must not be located over any part of a septic system.
- 5) Railings must be open and decorative, not solid.

NOTE: Refer to Franklin or Nash County Ordinances for additional rules and regulations.

Section 6.3. Residential - Garage (Unattached)

- 1) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) No more than two (2) unattached accessory structures for storage purposes (garage or carport or storage building/shed) will be allowed... **7** ...i.e., only one garage or one carport will be allowed on a lot, but two storage buildings/sheds may constitute the two buildings.
 - a) The following combinations of unattached accessory structures for storage purposes shall be permitted.
Either:
 - 1) An unattached garage and an unattached storage building/shed, OR
 - 2) An unattached carport and an unattached storage building/shed, OR
 - 3) Two unattached storage buildings/sheds.
 - b) A combination of a carport and a garage shall not be allowed.
- 3) No unattached garage shall be used for living quarters at any time.
- 4) Unattached garage must comply with all setback regulations.

NOTE - for additional information on *Residential - Garage (Unattached)*, see Rules and Regulations (Part I).

Section 6.5. Residential - Minimum Square Feet

Effective August 1, 2004 and thereafter, no residence shall have less than 1400 square feet of total heated living space, with a minimum 900 square feet of heated living space on the ground floor, or first floor, exclusive of open porch or other unheated area. This minimum square footage requirement shall exist for all areas of the residential sections of Lake Royale. **16**

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Section 6.6. Residential - Setbacks

NOTE - Setbacks shall be measured horizontally from the property line to the nearest part of the structure, including all projections (bay windows, chimneys, cantilevered decks and the like). Roof overhangs are excluded.

- 1) **Main Dwelling** (house) - No part or projection of any dwelling shall extend nearer than:
 - a) 10' to any SIDE property line not bordering a road right-of-way.
 - b) 15' to any SIDE road right-of-way property line on a CORNER lot in Section 16 (golf course).
 - c) 25' to any REAR property line, unless it abuts the golf course, then it must be 40' from the REAR property line (see f).
 - d) 30' to any FRONT road right-of-way property line.
 - e) 30' to any SIDE road right-of-way property line on a CORNER lot.
 - f) 40' to any REAR property line abutting the golf course in Section 16.
 - g) 50' from the normal water elevation of any lake located within this Subdivision.
 - 1) NC law states that structures must be back 50' from the water, including any man created shoreline, such as takes place when digging out a boat slip.
 - 2) The Dept. of Water Quality (DWQ) requires structures be back 50' from the normal water elevation on waterfront lots and all other riparian waterways in the Neuse and Tar-Pamlico River Basins. At Lake Royale this includes, but is not limited to, creeks, rivers streams and ponds located within this Subdivision. Exception: Structures constructed on the waterfront (boat ramps, boat shelters, boat slips, bulkheads and docks) shall be excluded.
- 2) **Accessory Structures** (examples: unattached carport, garage, storage building/shed, deck, gazebo, etc.). No part or projection of any accessory structure shall extend nearer than:
 - a) 10' to any SIDE or REAR property line not bordering a road right-of-way except in Section 16 (golf course) where an accessory structure must be back 40' from the REAR property line abutting the golf course (see e).
 - b) 10' to any other structure (includes the main dwelling), unless it has a common wall.
 - c) 15' to any SIDE road right-of-way property line on a CORNER lot in Section 16 (golf course).
 - d) 30' to any SIDE road right-of-way property line except on a CORNER lot in Section 16 (see c above)
 - e) 40' to the REAR property line in Section 16 that abuts the golf course.
 - f) 50' from the normal water elevation of any lake or other riparian waterways in the Neuse and Tar-Pamlico River Basins. At Lake Royale this includes, but is not limited to, creeks, rivers streams and ponds located within this Subdivision, except for waterfront structures (boat ramps, boat shelters, boat slips, bulkheads and docks) which shall be excluded.

NOTE - Accessory buildings or uses shall be placed in the rear yard only on corner lots, and in the rear or side yard of other lots, per Franklin County Unified Development Ordinance (henceforth UDO).
Exceptions: Accessory structures may be placed in the front yard on lots abutting the golf course and on waterfront lots.

- 3) **Franklin County Flood Zone**: All waterfront and some other lots (notably water view and several lots in Section 13 and Section 16 ("The River"), which borders on the Tar River, may be subject to Franklin County flood zone regulations which require that no dwelling shall be erected below an elevation of five (5) feet above the normal water elevation of any lake located within this Subdivision.

NOTE - check with Franklin County's Planning Dept. to make sure your lot is not in a flood zone area.

NOTE - see *Article 5 Lot Development Guidelines - Waterfront Lots* in this document for permitted waterfront improvements.

- 4) **Septic System Setback**: See *Section 4.7. Septic System* and see *Section 7.1. Section 16 - Easements* in this document.

Section 6.7. Residential - Storage Building/Shed (Unattached)

- 1) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) No more than two (2) unattached accessory structures for storage purposes (garage or carport or storage building/shed) will be allowed... 7 ...i.e., only one garage or one carport will be allowed on a lot, but two storage buildings/sheds may constitute the two buildings..
 - a) The following combinations of unattached accessory structures for storage purposes shall be permitted.

Either:

 - 1) An unattached garage and an unattached storage building/shed, OR
 - 2) An unattached carport and an unattached storage building/shed, OR
 - 3) Two unattached storage buildings/sheds.
 - b) A combination of a carport and a garage shall not be allowed.
- 3) Storage building/shed must comply with all setback regulations.
- 4) No storage building/shed shall be used for living quarters at any time.
- 5) It must be a four-sided enclosed structure.
- 6) It must not be closer than ten (10) feet to any other structure.
- 7) It must not be placed over any part of a septic system.
- 8) It is not intended for the garaging of motor vehicles (cars).

NOTE - for additional information on *Residential - Storage Buildings/Sheds (Unattached)*, see Rules and Regulations (Part I).

Article 7. Section 16 (“The River”) - Additional General Guidelines

(Applies only to area plated as Section 16)

Section 7.1. Section 16 - Easements

- 1) 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 Beech, L.P., its successor PNC of NC starting in 6/99 or assigns as part of the golf course.
- 2) Lots 3194, 3195, 3221 and 3222 are also subject to a 12 ½-foot easement for a golf cart path which is designated on the recorded plats by a shaded area and so denoted.
- 3) 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.

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Article 8. Camping (Mixed Use Living) Area - Additional General Guidelines

Section 8.1. Camping - Lots Defined

- 1) Camping lots as defined herein are those lots to be used exclusively for temporary camping purposes and for the placement thereon of tents and commercially produced recreational vehicles (travel trailers, motor homes, Park Models, tent trailers, pick-up truck campers and other vehicles commercially produced to be used for camping).
- 2) Camping lots have a prefix of the letter 'C' in addition to the number.

Section 8.2. Camping - General Guidelines

- 1) Except as herein provided, no structures, including, but not limited to dwellings (except for cottages) and mobile homes, shall be permitted on camping lots.
- 2) No camping unit may exceed 400 square feet of living space in the set-up mode (includes bump outs). This restriction **17** does not extend to prohibiting hard camping vehicle parking spaces or tent floors; nor does it include vegetation planted or trimmed for landscaping purposes, nor does it prohibit the use of tent or awning frames.
- 3) All camping units must comply with Federal and State laws and their rules and regulations.
- 4) All camping units must comply with all Franklin and Nash County Ordinances and other county rules and regulations and also Lake Royale's own By-laws, Restrictive Covenants, Rules and Regulations (Parts I & II) and Franklin County Ordinances for Lake Royale.
- 5) Camping lots and installation shall be inspected **18** at the direction of said Association or its duly authorized agent to insure strict compliance with all restrictions set forth herein, and in compliance therewith. **19**
- 6) No more than two (2) camping units may be placed on any one (1) lot at any given time.
- 7) No more than two (2) unattached accessory structures for storage purposes (garage or carport or storage building/shed) will be allowed... **7** ..i.e., only one garage or one carport will be allowed on a lot, but two storage buildings/sheds may constitute the two buildings.
 - a) The following combinations of unattached accessory structures for storage purposes shall be permitted.
Either:
 - 1) An unattached garage and an unattached storage building/shed, OR
 - 2) An unattached carport and an unattached storage building/shed, OR
 - 3) Two unattached storage buildings/sheds.
 - b) A combination of a carport and a garage shall not be allowed.
 - c) Boat shelters shall be the exception whenever reference to an accessory structure for storage purposes is made
- 7) A guest camping unit may be allowed to stay on the property owner's lot for a period not to exceed ten (10) days provided the owner of said lot has received written permission from the POA for the location of guest camping unit on a lot.
- 8) The design and color scheme of all accessory structures on a lot must be constructed with complimentary design and color.

NOTE - for additional information on *Camping - General Guidelines*, see Rules and Regulations (Part I).

NOTE - no detached accessory buildings shall be located closer than ten (10) feet to any other building.

Section 8.3. Camping - Addition (Abutting)

NOTE - This 'Addition' was previously called a 'Room Addition' (from July 17, 2004 to July 15, 2006). Prior to July 17, 2004, it was called an 'Enclosed Porch'

- 1) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) One enclosed Addition is allowed per camping lot. **24** **32**
- 3) It may contain one or more wall partitions. **33**
- 4) It must abut the camping unit.
- 5) It must comply with all setback regulations.
- 6) It may only be one story.
- 7) Width may not extend more than fourteen (14) feet from the camping unit. **25**

Continued on next page

- 8) Length may not extend beyond the ends of the camping unit. **25**
- 9) The roof may extend over the camping unit to prevent leaking between the two. **24**
- 10) It must not be located over any part of a septic system.

Section 8.4. Camping - Cottage **20**

In lieu of a camping unit(s), cottages will be permitted if they meet Franklin County's Ordinances, North Carolina Building Codes and Lake Royale building regulations. Because cottages embody many of the same standards of homes in the residential area, they must follow many (but not all) of the same restrictive covenants of the residential area.

- 1) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) Only one (1) single-family cottage is allowed on any one lot 12,000 sq. ft. or larger.
- 3) Multiple lots for cottage construction must be deeded as one and the deed must stipulate that it may not be subdivided.
- 4) Minimum lot size is 12,000 square feet.
- 5) The maximum living space of the cottage may not exceed 899 sq. ft. and cottage must be **new** site-built construction **or new true off-frame modular construction which meet the specifications and standards adopted by the Lake Royale Building Committee and approved by the Board of Directors** (may not be a mobile home, Park Model trailer or **any other similar** type of structure). **39**
- 6) A Franklin County approved septic system, with repair area, is required.
NOTE - Nash County does not allow septic systems, therefore cottages are not allowed in the Nash County camping area.
- 7) Must comply with all residential house setback regulations (ex: 30' front, 10' sides, 25' rear, 50' to water).
NOTE - See *Section 8.9. Camping - Setbacks (Cottage)* in this document.
- 8) Only new construction will be permitted.
- 9) No cottage shall have permanent tarpaper, roll brick siding, raw wood or similar material on exterior walls.
- 10) A guest camping unit may be allowed to stay on the property owner's lot for a period not to exceed ten (10) days provided the owner of said lot has received written permission from the POA for the location of guest camping unit on a lot.
- 12) The design and color scheme of all accessory structures on a lot must be constructed with complimentary design and color.
- 13) Exterior of cottage must be completed within six (6) months from the date the construction commences.
- 14) When the cottage receives a county Certificate of Occupancy (CO), it will become eligible for permanent occupancy.
NOTE - A copy of the CO must be filed at the POA office.
- 15) Cottages cannot be rented or leased for more than ninety (90) days in any one calendar year.
- 16) Each cottage lot property owner shall be allowed to store one (1) registered self propelled or tow-able camping vehicle that he owns (RV, 5th wheel, travel trailer) on his lot. The camping vehicle may not be used for living quarters at any time while on the owner's lot.

NOTE - for additional information on *Camping - Cottage*, see Rules and Regulations (Part I).

Section 8.5. Camping - Deck (Open or Roofed)

- 1) All Decks (Open and Roofed)
 - a) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
 - b) It may abut the camping unit, abut the Addition or sit independently, like a gazebo. **21**
 - c) It must comply with all setback regulations.
 - d) It may not have any solid walls. **21**
 - e) It must not be located over any part of a septic system.
 - f) Decks extending more than fourteen (14) feet from the camping unit shall not have walls, roofs or enclosed areas. **22 34**

NOTE - Railings may be required, per County code, and these railings must be open and decorative, not solid.

Continued on next page

- 2) Roofed Deck - in addition to above:

- a) Each camping lot may have one (1) open, roofed deck. 21
- b) It may not have any solid walls, but may be screened. 40
- c) Screening may be from floor to ceiling. 21
- d) It may not extend more than fourteen (14) feet from the camping unit. 34
- e) During the winter months only (October 1 through April 1 of the following year), the property owner may install clear removable plastic panels (includes acrylic) of ¼ inch or greater, or removable Plexiglas panels of 1/8th inch or greater; panels may not be of any other type material. Panels must be installed on the inside only. Prior to installing these panels, a property owner must file a notice with the POA office (notice forms are available at the office). 40
- f) Roofed decks are allowed on one (1) wall only and may not extend beyond the ends of the camping unit. 35

Section 8.6. Camping - Dumping and Sanitation

- 1) No treated or untreated waste from any camping unit and/or accessory structure, including but not limited to, waste from gray water (washing machine, tub, sinks) or black water (septic system) and self contained holding tanks shall be permitted to run onto the ground or enter any lake, creek, river, stream or pond located within this Subdivision.
NOTE - effective in year 2000, the State of North Carolina banned in-ground holding tanks.
- 2) Any person using a camping unit without a self contained holding tank or septic system capabilities must use the POA comfort centers provided for the disposal of wastes, both liquid and solid, as required.
- 3) All travel trailers, tent trailers, commercially produced recreational vehicles, pick-up campers, motor homes and other camping vehicles having sewage drains shall have said drains sealed for the duration of their stay on any camping lot.
- 4) All sewage, solid wastes and trash must be disposed of at maximum time intervals of three (3) days duration at dumping or county approved trash stations or other places provided for those purposes, away from those camping lots.

NOTE - see *Section 3.12. Disposal of Garbage, Refuse, Waste and Debris* in this document.

NOTE - for additional information see *Section 8.6 Camping - Dumping and Sanitation, Rules and Regulations (Part I)*.

Section 8.7. Camping - Garage (Unattached) 23

- 1) Property owner must apply for a Building Permit from the BC and have it approved by them prior to the start of installation or construction.
- 2) One (1) unattached garage will be allowed on each camping lot, in lieu of a carport.
- 3) No more than two (2) unattached accessory structures for storage purposes (garage or carport or storage building/shed) will be allowed... 7 ...i.e., only one garage or one carport will be allowed on a lot, but two storage buildings/sheds may constitute the two buildings.
 - a) The following combinations of unattached accessory structures for storage purposes shall be permitted.
Either:
 - 1) An unattached garage and an unattached storage building/shed, OR
 - 2) An unattached carport and an unattached storage building/shed, OR
 - 3) Two unattached storage buildings/sheds.
 - b) A combination of a carport and a garage shall not be allowed.
- 4) Unattached garage must comply with all setback regulations.
- 5) It must be ten (10) feet from any other structure, including the camping unit.
- 6) It must be a four-sided enclosed structure.
- 7) It must have a minimum eight (8) foot wide garage door.
- 8) It must be one story. For definition of one story, see Glossary.
- 9) Roof pitch may not be less than 4/12 nor more than 7/12.
- 10) It must not exceed 24 feet by 30 feet in size.
- 11) It must not be placed over any part of an existing or future septic system.
- 12) It must be used for storage purposes only, not for living quarters at any time.

NOTE - for additional information on *Camping - Garage (Unattached)*, see Rules and Regulations (Part I).

Section 8.9. Camping - Setbacks

NOTE - Setbacks shall be measured horizontally from the property line to the nearest part of the structure, including all projections (bay windows, chimneys, cantilevered decks, and the like). Roof overhangs are excluded.

- 1) **Camping Unit/Tent** - No part or projection from any camping unit or tent shall be placed nearer than:
 - a) 5' to any SIDE and REAR property line not bordering a road right-of-way.
 - b) 20' to any SIDE road right-of-way property line on a CORNER lot.
 - c) 30' to any FRONT road right-of-way property line.
 - d) 50' from the normal water elevation of any lake located within this Subdivision.
 - 1) NC law states that structures must be back 50' from the water, including any man created shoreline, such as takes place when digging out a boat slip.
 - 2) The Dept. of Water Quality (DWQ) requires structures be back 50' from the normal water elevation on waterfront lots and all other riparian waterways in the Neuse and Tar-Pamlico River Basins. At Lake Royale this includes, but is not limited to, creeks, rivers streams and ponds located within this Subdivision. Exception: Structures constructed on the waterfront (boat ramps, boat shelters, boat slips, bulkheads and docks) shall be excluded.
- 2) **Cottage** - Cottage setbacks are the same as house setbacks in the residential area, excluding any Section 16 (golf course) setbacks. See *Section 6.6 Residential - Setbacks, #1 'Main Dwelling (house)'*
- 3) **Accessory Structures** (Camping Unit/Tent/Cottage) - examples: unattached carport, garage, storage building/shed, deck, gazebo, etc. No part or projection from any unattached structure shall be placed nearer than:
 - a) 5' to any SIDE or REAR property line not bordering a road right-of-way.
 - b) 10' to any other structure (includes camping unit) unless it has a common wall
 - c) 20' to any SIDE road right-of-way property line on a CORNER lot.
 - d) 30' to any FRONT road right-of-way property line.
 - e) 50' from the normal water elevation of any lake or other riparian waterways in the Neuse and Tar-Pamlico River Basins. At Lake Royale this includes, but is not limited to, creeks, rivers streams and ponds located within this Subdivision, except for waterfront structures (boat ramps, boat shelters, boat slips, bulkheads and docks) which shall be excluded.

NOTE - Accessory buildings or uses shall be placed in the rear yard only on corner lots, and in the rear or side yard of other lots, per Franklin County UDO. Exceptions: Accessory structures may be placed in the front yard on waterfront lots.

- 4) **Franklin County Flood Zone**: All waterfront and some other lots (notably water view and several lots in Section 13) may be subject to Franklin County flood zone regulations which require that no dwelling shall be erected below an elevation of five (5) feet above the normal water elevation of any lake located within this Subdivision.
 - a) Check with Franklin County's Planning Dept. to make sure your lot is not in a flood zone area.
 - b) See *Article 5 Lot Development Guidelines - Waterfront Lots* in this document for permitted waterfront improvements.
- 5) **Septic System Setback**: See *Section 4.7. Septic System* and see *Section 7.1. Section 16 - Easements* in this listing.

Section 8.10. Camping - Storage Building/Shed (Unattached)

- 1) Property owner must have a Building Permit from the BC prior to the start of installation or construction.
- 2) No more than two (2) unattached accessory structures for storage purposes (garage or carport or storage building/shed) will be allowed on each lot. 7 ...i.e., only one garage or one carport will be allowed on a lot, but two storage buildings/sheds may constitute the two buildings.
 - a) The following combinations of unattached accessory structures for storage purposes shall be permitted.
Either:
 - 1) An unattached garage and an unattached storage building/shed, OR
 - 2) An unattached carport and an unattached storage building/shed, OR
 - 3) Two unattached storage buildings/sheds.
 - b) A combination of a carport and a garage shall not be allowed.
- 2) Unattached storage building/shed may be constructed or installed at any time. 12
- 3) It must comply with all setback regulations.
- 4) It must be a four-sided enclosed structure.
- 5) It must be used for storage purposes only, not for living quarters at any time.
- 6) It must not exceed one hundred and forty four (144) square feet (example: 12'x12'). 27
- 7) It must not be placed over any part of a septic system.
- 8) It must be 10' from any other structure, including the camping unit.
- 9) It is not intended for the garaging of motor vehicles (cars).

NOTE - for additional information on *Section 8.10 Camping - Storage Buildings/Sheds (Unattached)*, see Rules & Regulations (Part I).

Article 9. Covenant to Pay Annual Membership Fee

In order for the Corporation to carry out the objectives of the Restrictive Covenants and to provide all the members of this Association the fullest possible enjoyment and use of their property:

- 1) Immediately upon taking title to any Lake Royale property, each property owner agrees to pay the required dues payment for that year and each succeeding year to the Lake Royale POA, its successors or assigns as provided in the Corporate By-Laws, for as long as they are a property owner. An optional payment plan is available from the POA management. 28
- 2) Each property owner, for himself, his heirs, executors, successors and/or assigns, covenants that the charge of said annual dues as herein set out shall be and constitute a debt of said property owner, his heirs, executors, successors and/or assigns, which may be collected by Lake Royale Property Owners Association, Inc., its successors and assigns, by suit in any Court of competent jurisdiction, or otherwise. Furthermore, each property owner, for himself, his heirs, successors, and/or assigns, covenants and agrees that upon the conveyance of any portions of the lands within Lake Royale Subdivision, that they will, as part of the consideration for said conveyance, make said conveyance subject to the obligations to pay said dues; and that upon such conveyance the purchaser thereof and each and every successive owner(s) shall, from the time of acquiring said property, covenant and agree, as aforesaid, to pay to Lake Royale Property Owners Association, Inc., or its successors or assigns, all charges past and/or future as provided herein, and in accordance with the terms and provisions hereof. The dues payment was originally established at a per annum rate per lot due on or before the first day of each fiscal year of the Association (April 1st through March 31st of each year.).
- 3) The above-stated dues shall be paid to Lake Royale Property Owners Association, Inc., its successors or assigns, for the use and benefit of the Association to carry out the objectives set out in the Restrictive Covenants, property reports, adopted Rules and Regulations and By-laws of the Corporation.
- 4) The Association shall maintain a current and accurate record of all dues payments and all other receipts and an accurate record of all disbursements. 1
- 5) Each property owner is subject to lien and foreclosure proceedings if the above dues charge is not paid.
- 6) All costs and attorney's fees accrued in the collection of delinquent accounts shall be at the expense of the delinquent property owner.

NOTE - for additional information on *Covenant to Pay Annual Membership Fee*, see By-laws.

Article 10. Board of Adjustment (BOA)

Section 10.1. BOA - Purpose of the BOA

NOTE - The Board of Adjustment is a quasi-judicial Board appointed by the Lake Royale Board of Directors.

- 1) The Board of Adjustment (henceforth BOA) is representative of the community as a whole, whose interests it must protect by preserving the principles, conditions, safeguards, and procedures of the Subdivisions By-laws, Restrictive Covenants and adopted Rules and Regulations.
- 2) The BOA shall hear and adjudicate appeals from and review any decision, requirement, or determination made by the POA General Manager, or any other Lake Royale official or committee of this Association charged with the enforcement of any of the By-laws, Restrictive Covenants, and/or Rules and Regulations applicable to this Subdivision.

Section 10.2. BOA - Powers and Responsibilities

The responsibility of the BOA shall be to make "findings in fact" based on evidence presented at a public hearing. The lot owner charged shall be given prior notice of the charge, opportunity to be heard and to present evidence, and notice of the decision.

- 1) The BOA shall hear and adjudicate appeals brought before it that apply to the Lake Royale Subdivision, where those matters that are stated in the Lake Royale By-laws, Restrictive Covenants and adopted Rules and Regulations are more restrictive than county, state, or federal law.
- 2) The BOA shall have the power to provide for special exceptions to the restrictions applicable to this Subdivision in accordance with the principles, conditions, safeguards and procedures specified in the restrictions.
- 3) When practicable difficulties or unnecessary hardships would result from the carrying out of the strict letter of the restrictions, the BOA shall have the power in passing upon appeals to vary or modify any of the regulations or restrictions relating to the use, construction or alteration of buildings or structures or the use of the land so that the spirit of the restrictions shall be observed, possible safety and welfare secured, and substantial justice done.

NOTE - the practicable difficulties or unnecessary hardships referred to above must be related to the physical property (land), not to any condition of the property owner, and must not have been caused by any actions of the property owner...i.e., must not be of the property owners own making.

Section 10.3. BOA - Appointment of Members by Board of Directors

- 1) The Board of Directors may provide for the appointment of a BOA consisting of five (5) or more regular members, all of whom must be members in good standing of the Association and maintain same for the duration of their term.
- 2) The Board of Directors may, in its discretion, appoint alternate members to serve on the BOA in the absence of regular members or in the filling of vacancies caused by the expiration of the terms of existing members.
- 3) Each member shall be appointed for a three (3) year term of office.
- 4) Each member may be re-appointed by the Board of Directors for additional terms of office.

Section 10.4. BOA - Alternates

- 1) Alternate members shall be appointed for the same term and in the same manner as regular members.
- 2) Each alternate member, while attending any regular or special meeting of the BOA and serving in the absence of any regular member, shall have and may exercise all the powers and duties of a regular member.

Section 10.8. BOA - Type of Appeals to BOA

- 1) **Variance**: An appeal may be taken to the BOA by any property owner in good standing seeking a **variance** from any of the stated requirements of the Association's By-laws, Restrictive Covenants and/or adopted Rules and Regulations applicable to this Subdivision. A one-time twenty-five (25) dollar non-refundable application fee is required.
- 2) **Appeal**: A complaint alleged by any person against: **30**
 - a) A POA employee, other than the General Manager, should be taken to the POA General Manager for resolution.
 - b) A Lake Royale Company Police officer, other than the Lake Royale Chief of Police, should be taken to the Lake Royale Chief of Police for resolution.
 - c) A committee member, a Board (BOA) member, the Lake Royale Chief of Police, the POA General Manager or any Director should go before the Lake Royale Board of Directors.
 - d) All other alleged complaints shall go before the Board of Adjustments.

Section 10.9. BOA - Appeal Procedure

The BOA shall fix a reasonable time for the hearing of the appeal, give due notice thereof to all parties and decide it within a reasonable time.

- 1) Appeals for a BOA Hearing shall follow the existing procedures and time requirements established by the BOA and the Board of Directors:
 - a) By filing with the General Manager of the Lake Royale POA, and
 - b) By filing with the BOA a Notice of Appeal specifying the grounds therefore.
- 2) Once an appeal is taken to the BOA, all papers constituting the record upon which the action was based shall be immediately transmitted to the BOA.
- 3) The BOA may reverse or affirm (wholly or partly), or may modify the order, requirement, decision or determination appealed from, and shall make any order, requirement, decision or determination that in its opinion ought to be made in the premises within the limits of its legal authority. To this end, the BOA shall have all the powers of the person or committee from whom the appeal is taken...i.e., it has the power to affirm or negate the original decision of the person or committee.

Section 10.14. BOA - Voting by BOA Members

- 1) A concurring vote of four-fifths (4/5ths) of the regular members of the BOA for that Hearing shall be necessary to:
 - a) Reverse any order, requirement, decision or determination of any official or committee charged with the enforcement of the By-laws, Restrictive Covenants and/or the Rules and Regulations applicable to this Subdivision, or
 - b) To decide in favor of the applicant any matter upon which it is required to pass under any By-laws, Restrictive Covenant and/or the Rules and Regulations applicable to this Subdivision, or
 - c) To grant a variance from the provisions of the By-laws, Restrictive Covenants and/or the Rules and Regulations applicable to this Subdivision

Section 10.16. BOA - Appealing BOA Decision to Board of Directors

- 1) Every decision of the BOA shall be subject to review by the Board of Directors of the Lake Royale POA.
- 2) Any petition for review by the Lake Royale Board of Directors (BOD) shall be filed with the Secretary of the Lake Royale BOD within thirty (30) days after the decision of the BOA is filed in the office of the General Manager of the Lake Royale POA.
- 3) The decision of the Board of Directors of the Association shall be final (within the policies governing Lake Royale).

NOTE - for additional information on *BOA - Appealing BOA Decision to Board of Directors*, see Rules and Regulations (Part II).

Article 12. Duration and Amendment of Restrictive Covenants

Section 12.1. Covenants Running with the Land, Durations of Restrictions.

- 1) These restrictions shall be considered as covenants running with the land, and shall bind each and every property owner, their heirs, executors, administrators, successors and assigns, and
- 2) If said property owner, 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 the Association or any person, persons, or legal entity owning any land in this Subdivision to prosecute by proceeding at law or in equity against the person, persons or entities violating or attempting to violate any such covenants or restrictions either to prevent such violations, or to recover damages for such violation.
- 3) Any invalidation of any 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.
- 4) In the event of a conflict between the By-laws and these Restrictive Covenants, the Restrictive Covenants shall control, per North Carolina common law and statute.

Section 12.2. Duration of Restrictive Covenants

The restrictions, conditions, covenants or agreements set forth above shall continue for a period of twenty (20) years from the 16th day of March, 1972, and shall be automatically extended for successive periods of ten (10) years unless changed, altered, amended or revoked in whole or in part by the owners of the lots in this Subdivision.

Section 12.3. Amending the Restrictive Covenants

The restrictions, conditions, covenants or agreements may be changed, altered, amended or revoked in whole or in part by the owners of the lots in this Subdivision whenever:

- a) The owners of at least two-thirds (2/3) of the said lots so agree in writing, or
- b) By action of the Lake Royale POA at a meeting duly called for said purpose by a vote of at least two-thirds (2/3) of the members present thereat or voting by absentee ballot.
- c) Whenever a Restrictive Covenant amendment is approved, the POA will send to each property owner a supplement of the change to be attached to his or her Restrictive Covenant document. The entire Restrictive Covenants will be printed out and sent to each property owner once every 10 years beginning in 2020. Meanwhile, you can always access www.lrpoa.com to view and/or download the latest version, if so desired.

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Glossary

The following terms, wherever used in the Restrictive Covenants, shall have the meaning following each item. All references to gender throughout this document will be meant to include all genders.

Accessory structure, as used herein, refers to a structure or use that is incidental to another use or structure on the same lot:

- 1) Common unattached accessory structures include: boat shelters, bulkheads, carports, fences, garages, gazebos, greenhouses, storage buildings/sheds and the like.
- 2) Common unattached accessory structures for storage purposes include: garages, carports and storage buildings/sheds.

Adjudicate means to give a ruling, arbitrate, sit in judgment or pass judgment

Amendment means to revise formally the existing documents by additions, modifications or deletions.

Amenities refer to areas of the Subdivision owned by the POA for the exclusive use of its members.

See *Section 2.7 Common Property (includes Recreational Areas)* in this document for a list of Lake Royale amenities.

BC refers to the Lake Royale Building Committee.

Assessments refer to the Lake Royale annual dues and any special fees

Association refers to the Property Owners Association, Inc., often referred to as the Lake Royale POA or POA.

Attached means structures which share a common wall or roof line.

Awning - a canopy made of canvas or vinyl to shelter people or things from rain or sun

Board of Adjustment or BOA shall hear and adjudicate matters of our Lake Royale Subdivision brought before it by any member requiring a variation from any of the stated requirements of the Restrictive Covenants, By-laws and/or the Association's Rules and Regulations.

Board of Directors, Board or BOD refers to the governing body of the Lake Royale POA.

By-laws define the primary objectives of the Lake Royale POA and describe how the Association will function.

Cabana (poolside only) – normally used as a dressing room. Needs BC building permit.

Camping areas means the camping lots in Sections 2, 5, 7, 9 & 14 on the Lake Royale plat map and are indicated by the prefix letter 'C'.

Camping unit The term camping unit (includes tents) and recreational vehicles (RV's) are meant to be read as one and the same. See definition for recreational vehicle.

Common areas mean those areas on the Lake Royale Plat Maps designated for the common use of property owners. It does not mean or imply that the public at large acquires any easement of use or enjoyment thereon.

Canopy - see awning

Common property refers to buildings, improvements and right-of-ways that are owned by the Association.

County UDO refers to the Franklin County Unified Development Ordinance. Also see UDO.

Declarations are the Constitutional Law of the Association. They define the limits and inclusions of ownership for the property owners and the Association.

Drain fields refer to the drain lines extending out from the septic tank. Often referred to as leach lines.

Dwelling refers to a building, or portion thereof, providing complete and permanent living facilities for one family.

Easements refer to certain areas of land over which a third party has usage rights.

Enclosed means to surround on all sides; close in.

Family (Single) - for the purpose of issuing POA membership cards, a family is defined as all related people; whether by marriage, parentage, adoption, birth, or custodial agreement, living in a single residence

Fine - is commonly defined as a "pecuniary punishment" or a "penalty", and is generally imposed purely as a pecuniary penalty and has no relation to an actual loss suffered by a party (property owner).

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Frontage refers to all property abutting one (1) side of a street measured along the street line. On a corner lot, the term frontage is used on both front and "side" street right-of-ways...i.e., corner lot has two (2) front yards.

Front yard always refers to street side. Franklin County refers to it as: "Lot line, Front. Any boundary line of a lot running along a street rights-of-way line."

Garage - described as having an entrance door big enough for a car to go through it, as well as a driveway to it.

In good standing means a member of the Lake Royale POA who has paid in full all fees owed, on all properties, has paid all past judgments (fines, liens, foreclosures, fees and suspensions), if any and has not been declared by the Lake Royale Board of Directors not in good standing.

Lot refers to a parcel of land, consisting of one or more platted lots.

Main Gate refers to the Subdivision's main entrance gate located at 105 Cheyenne Drive.

May - the word "may" when used throughout this document is generally construed a permissive rather than mandatory.

Member refers to any owner of a lot (whose name is recorded on the deed) and resident members of his or her immediate family.

NC Planned Community Act - often referred to as 47F.

Non-compliance refers to the failure or refusal to comply with Lake Royale's existing documents.

Not enclosed, as used herein, means having all four (4) sides of a structure completely open.

One story, as used in our documents, refers to an unattached structure that shall not exceed eleven (11) feet in total height as measured from the floor surface to the top of the ridge pole.

Patio - a recreation area that adjoins a dwelling, is often paved, and is adapted especially to outdoor dining

POA refers to the Property Owners Association, Inc.

Lean to refers to a roof that extends from an existing structure that is supported by two (2) corner beams and has no more than 3 sides.

Lot # is the number designated on the county plat maps and as such is used by the County Planning Department and our own Lake Royale POA.

Plat, Plats, Platted or Plat Maps all refer to a map or plan of a parcel of land which is or has been subdivided and to the Plat Maps of this Subdivision which are recorded in the office of the Register of Deeds of Franklin County and Nash County, North Carolina.

Promulgate refers to the Board of Directors making known by open declaration new laws which they have adopted for the benefit of the Lake Royale membership. These laws are often referred to as the 'adopted rules and regulations'.

Quorum is the minimum number of officers and members of a constituted body necessary for the valid transaction of business.

Recreational Vehicle - "is a vehicle which is: (1) built on a single chassis; (2) self propelled or permanently towable by a light duty truck; and (3) designed primarily for use as temporary living quarters for recreational camping, travel or seasonal use; not for use as a permanent dwelling. Recreational vehicles must be ready, willing, and able to move off site within 48 hours. Recreational vehicles include "park model" recreational vehicles as defined by this Ordinance" (per Franklin County UDO (Article II, Section 2-2, Item 235 on page 42,). Permanently towable, as referenced in #2 above, means the hitch/tongue must not be removed. The term recreational vehicle (RV) and camping unit used throughout these Covenants are meant to be read as one and the same.

Retaining wall refers to a wall that is built to resist lateral pressure (especially a wall built to prevent the advance of a mass of earth).

Property owner or Owner is a person(s) or entity who owns one or more lots in this Subdivision.

Residential areas are the Lake Royale lots so designated in Sections 1, 3, 4, 6, 8, 10, 11, 12, 13 & 16.

Right-of-way refers to the 15' of POA property located between the road and the lot owners property line.

Riparian area, as used herein, refers to the first 50 feet of land bordering the shoreline on waterfront lots and other waterways such as creeks, rivers streams and ponds located within this Subdivision.

Rules and Regulations are the Lake Royale operational and behavioral laws that apply directly to Association members and further define the By-laws and Restrictive Covenants. They are adopted and promulgated by the Lake Royale Board of Directors for the benefit of the membership (per Article II, Section 8, paragraph G of the By-laws).

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Section 16 refers to the golf course section. It is also known as "The River".

Septic System is the tank, or tanks, and all their drain fields.

Setbacks The front setback is the distance between the minimum building line to the lots property line (where the property line abuts the road right-of-way); and where no road right-of-way is involved, the property line shall be used in establishing the setback. The rear and side setbacks mean a specified distance that a structure must be from a property line or shoreline of the lake.

Similar materials as it apply to construction means like equipment, materials or supplies.

Street Address refers to the physical address assigned by the County.

Shall means always mandatory and not merely directive. In contrast, the word "may" is permissive.

Square Footage shall be determined by the exterior wall dimensions.

Structure means constructed and permanent; anything constructed, assembled, erected or placed on a property including, but not limited to, buildings, fences and walls which requires location on the land or the attachment to something having permanent location on the land.

Subdivision refers to the entire tract of real property designated on the Plat Maps as Lake Royale Subdivision. It includes the camping, residential, Carriage Manor, Commercial and other properties referred to in the Franklin County and Nash County plat maps for Lake Royale.

Unattached denotes free standing.

Unified Development Ordinance (Franklin County) - often referred to as County UDO or UDO.

UDO - see Unified Development Ordinance.

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FOOTNOTES

- * Lake Beech L.P. became successor developer July 1997, PNC of NC became successor developer June 1999
- 1 Added July 1995
- 2 Changed name from 'Lake Royale Security Patrol' to 'Lake Royale Company Police' - July 17, 2004
- 3 Purchased by a private investor in year 2000.
- 4 Amended to include additional parcels - July 16, 2005
- 5 Carports allowed on residential lots - annual mtg. - 7/21/2001
- 6 Amended to allow carports to have screening and/or open lattice - July 16, 2005
- 7 Amended to allow 2 (was 1) accessory structures on a residential lot - July 17, 2004.
- 8 Added July 1997; Added note allowing garage in lieu of a carport - July 16, 2005
- 9 Franklin County mandated Street Numbers April 1996
- 10 Added allowing watercrafts, watercraft trailers & utility trailers on all lots - July 16, 2005
- 11 Added driveway apron effective 7-17-05 on all new installations - July 16, 2005
- 12 Amended to allow construction of waterfront bulkheads, dock, boat shelter, etc. - July 16, 2005.
- 13 Amended to allow parking of registered camping vehicles on a residential lot - July 16, 2005
- 14 Eliminated word 'Manufactured' (double wide trailers) since they are not allowed at Lake Royale - July 16, 2005
- 15 Added July 1997.
- 16 Changed 900 sq ft to 1400 sq ft minimum total heated living space - July 17, 2004
- 17 Restriction on removal of temporary items, including expandable units, while unoccupied removed July 1999
- 18 Pre-inspection & weekly inspection requirement removed July 1997
- 19 Restriction of fuel tank size removed July 1996
- 20 Added allowing Cottages in camping area - July 17, 2004
- 21 Amended to allow each camping lot one open roofed deck - July 17, 2004.
- 22 Increased camping deck width from 10 ft. to 12' - July 1995. Also see #34.
- 23 Added unattached garage in Franklin County camping area - July 16, 2005
- 24 Added 'Room Addition' in camping area. This replaced 'Enclosed Porch and Screened or Glassed Houses'.- July 17, 2004
- 25 Increased Room Addition width from 12' to 14' - July 16, 2005
- 26 Changed 15' to 20' on any side road right-of-ways property line on a corner lot (per FC UDO) - July 16, 2005
- 27 Size increased from 100 sq ft to 144 sq ft - July 1996
- 28 Changed monthly to optional payment plan - July 17, 2004
- 30 Amended to allow grievances to be handled according to chain of command - July 16, 2005
- 31 Tar River Assoc. became successor owner February 1994

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- 32** Changed name of 'Room Addition' in camping area to 'Addition' - July 15, 2006
- 33** Added 'Addition' in camping area may have one or more wall partitions - July 15, 2006
- 34** Increased camping deck width from 12' to 14' - July 15, 2006
- 35** Added roofed decks are allowed on one wall only - July 15, 2006
- 36** Added construction of residential decks after house built - July 15, 2006
- 37** Added no structures shall be placed on POA property without written consent of BOD - July 15, 2006
- 38** Combined residential and camping carport provisions - July 15, 2006
- 39** Amended to include off-frame modular construction on a cottage lot in the camping area - July 18, 2009
- 40** Amended to include being able to install on roofed decks removable plastic panels during the winter months (Oct 1 through April 1 of the following year) in the camping area - July 18, 2009
- 41** Added all approved changes to Covenant be sent out as a supplement sheet to be attached to member's existing Covenants, as opposed to sending the entire Covenants to each member - July 18, 2009

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RRII = Rules & Regulations (Part II)

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