

POINTE ROYALE POLICIES, RULES, AND REGULATIONS
(Includes Board of Directors Actions through June 28, 2010)

(All owners, family and guests including nightly rentals and long term leases)

1. All living units that are occupied on a permanent or leased basis shall consist only of one family unit and its dependents or housemates approved and on file in the POA/COA office.
2. No structure or vehicle of a temporary nature (trailer, tent, mobile home, modular home, manufactured home, recreational vehicle, camper, garage or outbuilding shall be used on any lot, at any time, as a residence, either temporarily or permanently. No outbuilding is permitted on any property.
3. All homes must display an individual 911 address, visible to emergency personnel from the street, access road, walkway or parking area.
4. No garage sales, yard sales, patio sales, porch sales, auctions of personal property, etc., will be permitted within Pointe Royale. The P.O.A. board can approve a special once a year Pointe Royale Garage Sale.
5. No obnoxious, offensive or illegal activity shall be permitted and no such activity will be allowed which becomes a public or private nuisance.
6. The entrance, operation, and parking of vehicles in Pointe Royals subdivision will be subject to the following:
 - A. All vehicles entering Pointe Royale Golf Village must display a current license plate(s)
 - B. For security purposes and identification all vehicles entering Pointe Royale shall have one of the following: a Pointe Royale "Crown" owner decal, a guest car pass issued at the entrance gate on a daily basis or a nightly rental guest pass issued by the property owner or their appointed agent. Failure to have one of the above listed types of identification or proof of residency can result in access to the subdivision being denied. Exceptions: Commercial vehicles with proper identification visible and with the gate guards' knowledge will be allowed access without daily mirror tags and all Police, Fire, Ambulance and Emergency vehicles shall be granted immediate access. Amended at March 30, 2009, Board meeting to allow 30 day passes for service providers.
 - C. Vehicles may not be parked in such a manner to impede or prevent ready access to any part of the subdivision, such as streets, golf paths, and maintenance areas, parking areas, driveways or garages. Vehicles will be subject to towing at owners expense
 - D. All vehicles must be properly parked, next to the curb, in the direction of traffic flow or between marked yellow lines in parking areas. No vehicle (car, boat, trailer, RVs, motor home, motorcycle, camper, golf carts, etc) will utilize more than one parking spot, without special permission form the POA office and a special parking tag on display.
 - E. Boats, RVs, trailers, golf carts, tractors, inoperative vehicles, non-currently licensed vehicles, construction and/or commercial equipment may be stored in driveways, parking lots, vacant lots, yards, under decks or on patios for a period not to exceed 3 days. Except that golf carts and lawn mowers may be stored on a patio or deck or under a deck indefinitely if all sides of the patio/deck, that are not already a solid wall,

are completely enclosed with latticework that is appropriately stained or painted to be harmonious with the residential unit and such latticework shall have openings no larger than one and one-half inches between slats. Any change to a patio/deck to allow the parking of a golf cart or lawn mower pursuant to this regulation must first be approved by the Architectural Control Committee.

- F. Motorhomes, travel trailers or campers may be stored and/or parked in driveways, parking lots, vacant lots or yards for a period not to exceed 72 hours.
 - G. All vehicles towing trailers of any type, unless parked in an owner's driveway with permission, must be decoupled from the trailer and individually parked in a designated parking area and between the yellow parking lines. Visitors will be provided a map identifying the designated parking areas with the subdivision and a vehicle identification tag by the property owner or their agent, prior to arrival at Pointe Royale and then checked by the gate guard and he will attach it to the trailer. Guests with motorhomes will be allowed parking in private driveways for a period of up to 72 hours or if available they will be parallel parked on Bunker Ridge in the area marked "No Parking" with an identification visible tag and up to 72 hours. Otherwise other arrangements for off property parking must be made.
 - H. There is no overnight parking on streets. Overnight parking on the streets is defined as between the hours of 2:00AM and 6:00AM.
 - I. No movable item including but not limited to vehicles, trailers, carts, etc. is to be parked in a yard for a period longer than three (3) days. Exceptions may be granted involving construction type projects or special circumstances with the General Manager's permission and a special window tag with an expiration date shown for exception.
 - J. No inoperative, junk or non-currently licensed vehicles will be permitted in the subdivision.
 - K. Any vehicles not obeying the posted speed limits, after receiving a warning, can be denied access into the subdivision.
 - L. All vehicles must be properly parked in the driveway and not in the yard.
7. All household pets must be on a leash when not on the Owner's property. Owners and their visitors are required to pick-up after their pet if not on owner's property. Walkways, streets, common area, vacant lot, limited common area and the golf course are not owner's property. Any household pet that becomes a nuisance or obnoxious to other residents of Pointe Royale may be required to be removed from the subdivision.
 8. Owners' account(s) that become delinquent will be assessed a \$25 late fee for each month the account is delinquent. Unpaid late fees become part of the total account balance which also become subject to additional late fees.
 9. The practice of any profession or the carrying on of any business with the subdivision is prohibited. A home occupation that does not create extraordinary traffic within the subdivision or that does not become an annoyance to residents or neighbors within the proximity of the business may be operated with the approval of the POA or COA Board.

10. No yard, vacant lot, common area, or limited common area shall be used as a dumping ground for trash or yard waste. Yard waste can be disposed of at the maintenance area in the appropriate bins and burning areas, but must be first removed from trash bag.
11. All signs are prohibited in the subdivision except as follows:
Signs for identification of streets, traffic control and/or directional purposes, a maximum of two signs for a temporary period of time advertising, a property for sale, construction or repairs of a property. The sign or signs must not exceed 2sq ft or (18" x 16")
12. Any common sidewalks, driveways, entrances and/or passageways shall not be obstructed or used by any Owner or their visitor for any purpose other than ingress and egress from the property and improvements.
13. No personal article(s) shall be left in the common areas such as swings, sand boxes, play toys etc, unless approved by the POA board and becomes permanent to the common area.
14. Owners and their guests shall exercise care to avoid making loud, disturbing or objectionable noises not to disturb others and will obey all post hours for pool, jacuzzi, tennis courts, clubhouse and other amenities.
15. Garbage and trash shall be disposed of only in the individual's private or supplied trash container or dumpster. All single-family or patio homeowner must keep their container in an enclosed area and the container shall not be visible from the street, except on garbage pick up day. Reinforced trash bags will be allowed if the owner, due to special circumstances, cannot promptly return the container to its enclosed area, after pickup. Trash containers must not be visible from the street 48 hours after garbage pickup day. When a property owner or the owner's tenant violates the trash container regulation by leaving out any trash container(s), including but not limited to sacks, bags, boxes, etc., 48 hours after garbage pickup day, the property owner shall be fined \$50, but such fine will not be levied more than once per week for each violation of the 48 hour rule.
16. Open burning within the subdivision by owners is strictly prohibited, unless special permission has been granted by the General Manager and is in full compliance with the City of Branson burn policy.
17. The discharging of firearms at any time within the subdivision is strictly prohibited. The discharging of fireworks within the subdivision is likewise prohibited except for certain functions that may be approved in advance by the POA Board of Directors.
18. Neither the POA nor COA assume liability for any loss or damage to articles left or stored in any common areas or on any part of the property owned by the POA.
19. Neither the POA, COA or Golf Association shall be responsible for any property damage caused by golfers while playing or preparing to play golf.
20. Any damage(s) to the general common elements, common personal property or real property and/or improvements thereto owned by the Association, shall be repaired at the expense of the person or persons determined to have caused said damage(s)
21. No plantings, shrubbery, trees, etc., shall be placed on any corner lot which would at the time of planting or after growing to maturity obstruct the line of sight of motorists using the street(s) adjacent to the corner lot.

22. No clotheslines or other such apparatus used for drying clothes will be allowed on any properties within the subdivision. Exterior, holiday yard and home decorations, will be allowed up to 30 days prior and 14 after said holiday, all others with ACC approval.
23. Trash, yard waste, litter, toys, etc., may not be piled and or stored on an Owner's property. Compost piles are prohibited. Grass or leaves may not be blown into the street(s). The trash service will not dump containers or bags with yard waste. Tree limbs and yard waste may be emptied (no plastic trash bags) into the golf maintenance roll-off bin, burn area or chipper area, during normal business hours.
24. Any new construction on any lot or major alteration to any existing structure, including roofing materials, must be submitted to and approved by the Architectural Control Committee (ACC) prior to the starting of such activity. Similarly, any exterior change or addition to an Owner's home or lot such as playground equipment, TV satellite dishes, fuel tanks, etc., must be submitted and approved by the ACC prior to starting such activity. Fences and walls are permitted only around permanent swimming pools, backyards along Lake Tanneycomo and for building of retaining walls for safety and erosion, with the approval of the ACC. The ACC will issue maintenance violations and if not corrected by the owner have them repaired and charged back to the owner. ACC applications are valid for 6 months from the date of approval unless a written extension is approved prior to expiration.
25. Solicitation(s) of any kind from door to door or on common property, streets, and facilities of the subdivision is prohibited.
26. No owner or visitors are allowed to walk on the golf course or use the golf cart path unless they are playing golf. No owner or visitor will allow his or her pet on the golf course before, during or after golf play.
27. Golf carts are not allowed on sidewalks and when being driven on any street within the Pointe Royale Subdivision, golf carts will drive on the right curb lane with the flow of traffic. Only a person sixteen (16) years of age or older, who possesses a valid driver's license to operate a motor vehicle on a public roadway shall drive a golf cart on Pointe Royale Drive.. On all other roads in the Pointe Royale Subdivision, when a person under the age of 16, or a person not possessing a valid driver's license is operating a golf cart, there must be a person sixteen (16) years of age or older, who possesses a valid driver's license and must be seated next to the operator in the same golf cart.
28. The following Pointe Royale amenities are available to all owners, family and guests, in good standing: indoor pool, outdoor pools, jacuzzi, tennis courts, exercise room, guard gated entrance, recreation areas, use of private streets, roving security patrol, automatic gate controller use, club house, computer room, lake front access, hiking paths, water aerobics, card room, game night, trash service and golf membership to owners and their children (see golf rules). Good standing means all POA dues, COA dues, trash service, garage rent, golf charges and/or fines are current or paid in full. If the owner is delinquent in the payment of any of the above charges, on any of his/her or their properties, Pointe Royale has the right to discontinue the use of any or all amenities.
29. Except as noted below; the owner(s) of a single family or patio home, may not use their property on a nightly rental basis. **Exception:** The following properties are "grandfathered" into the nightly rental program and may continue in the nightly rental program as long as they remain under the same ownership as listed below and as long as they remain under the

management of Pointe Royale Properties, Inc. **only**. Those properties and owners are as follows:

156 Eagle Pointe Dr, Robert Roenke P5003B
213 Buckingham Dr, Eugene Feller P2004A
405 Avondale Dr, Darrell Woofter P3004A
457 Avondale Dr, Mary Ann Tulipana P3002B

Single family and patio homes, except those listed above, can only be rented or leased for a minimum of 6 months with the renter or lessee registered with the POA office. Condo owners must register with the COA office if their unit is part of the nightly rental program.

30. The POA will pump out grinder pump tanks on an emergency basis. The charge for pumping the tanks will be \$150 for the first pumping, \$150 for the second pumping, and \$250 for each subsequent pumping.
31. Mowing of yards, vacant lots and edging along curbs and sidewalks. When vegetation (lawn grasses or weeds) overgrows a property owner's curb, or the sidewalk on the property owner's side of the sidewalk by three inches or more, or if the vegetation reaches the height of seven (7) inches in a yard or vacant lot, the owner will be notified by telephone and given three (3) days to correct the problem. Failure to do so will cause the POA to mow the property at a cost of \$200 to the owner. "Effective May 24, 2010 the owner will no longer be notified the grass or weeds in their yard or lot is over seven (7) inches tall and needs to be mowed. When the grass or weeds exceed seven (7) inches the Association will mow the yard or lot and the owner will be charged \$200 for the service."
32. Delinquent accounts. An attorney will be used for the collection of past due member accounts. When any part of a POA member's account(s) becomes past due for 60 days or more, a lien will be filed on the property and the account shall be turned over to the POA's attorney for full legal action.
33. No skateboarding will be permitted within the Pointe Royale subdivision.
34. A fee of \$30 will be charged for any returned check.
35. The POA Clubhouse is a totally smoke-free facility.
36. The POA Clubhouse and Patio Areas are available for various functions such as recreational games, exercise groups, parties, wedding receptions, business meetings, etc. The procedures, room rates and other ground rules for renting the facilities are contained in Attachment 1 to this document.
37. Firearms and pets are prohibited in the clubhouse, patio and deck areas, and tennis courts. Working dogs used by persons with disabilities will be allowed when the dog is under the control and restraint of its handler.
38. Alcohol on Golf Course. Any owner found taking alcoholic beverages or alcoholic drinks on the golf course, in violation of the restaurant's liquor license, shall be immediately removed from the golf course with no return of any fees paid, fined \$50 and suspended from

the golf course for thirty (30) days. Upon a second violation, owners shall be fined \$150 and suspended from the golf course for ninety (90) days. Any non-owner in violation of the restaurant's liquor license shall be removed and banned from the golf course for a duration as shall be determined by the Golf Committee.

39. Traffic Violations and Fines.

The following fines will be imposed for property owners found speeding or running stop signs:

First Offense:	\$25
Second Offense	\$25
Third Owner	\$100 if third offense is within one year of the first

Owners who are speeding or have run a stop sign who refuse to stop for Pointe Royale personnel, or refuse to identify themselves when stopped and then proceed to and enter their residence, shall be fined \$100 plus \$25 for the original violation.

Any owner who receives more than three traffic regulation violations within a period of one year or less, shall be subject to additional fines or loss of the use of Association amenities, as shall be determined by the Board of Directors.

A warning letter will be provided or fines imposed on property owners who have non-owner care providers, service persons, lessees, guests, etc., who have been found speeding or running stop signs within Pointe Royale and refuse to stop and elude staff by entering an owner's property when such non-owners have entrance access to the owner's property via a key, garage door opener or other entry device in their possession and which has been provided by the owner and when and if the non-owner can be identified as such the fine shall be as follows:

First Offense	Warning Letter to Owner
Second Offense	\$25 to Owner
Third Offense	\$100 to Owner if third offense is within one year of the first.

In the event that Pointe Royale personnel cannot identify that the violator who refuses to stop or provide information is a non-owner then the fine shall be \$100 plus \$25 for the original violation and charged to the owner.

Non-owners, service persons, etc., who have not been provided an entry device by the owner and not given authorization to enter the owner's residence, who commit traffic violations, are subject to removal from the property and may be temporarily or permanently barred from the Pointe Royale subdivision.

40. Leasing Policy

All single family, patio homes and condominium unit owners or their agents, leasing or renting their property, shall be required to use an initial agreement of not less than six (6) months in length and shall deliver a copy of the written lease or rental agreement to the

Associations business office within ten (10) days from execution of the written lease or rental agreement. The owner or owner's agent shall also deliver to the tenant, at the time of executing the written lease or rental agreement, a copy of the POA and COA Declarations, By-Laws and Association Regulations. It shall be understood that the owner shall be responsible for their tenant's compliance with same.

Pursuant to the POA Declarations, Article VIII, Section 5, only tenants who have entered into a written lease or rental agreement may have the owner's easement of enjoyment (amenities) assigned to their tenant. Owners of certain patio homes that have been grandfathered for nightly rental use, and all condominium units that are approved by the Association for nightly rental use may provide uninterrupted accommodations to the same nightly rental customer up to, but not to exceed six months. Night rental shall mean that no lease or rental agreement has been established and entered into and sales tax is required to be collected from the user. After six months, the owner must cause said nightly rental customer to enter into a written lease or rental agreement that is not less than six months in length and be delivered to the business office as required herein.

An owner who does not provide a copy of the written lease or rental agreement to the business office within ten days from execution date of the lease or rental agreement shall be fined \$25 plus \$50 for each week thereafter that the owner has failed to deliver the required documents to the Association.

41. Rules for Nightly Rental Owners (Passed January 26, 2009 POA Board)

- A. Must have and provide a City of Branson business License.
- B. Must have and provide a State of Missouri Retail Sales License.
- C. Must have and provide a Taney County Merchant License.
- D. Must provide a copy of approved health inspection from City/County.
- E. Must have reported commercial use of property to Taney County for
Commercial Tax Rates..
- F. Must abide by all rules Passed by the POA & COA Boards.
- G. Must be current on all POA, COA and Golf Dues, fines, Assessments and all other association charges.
- H. Must provide Pointe Royale business office with all above License and Commercial Tax Rate Information.
- I. Must report, by building and unit number(s), all units being manage for
purpose of nightly rentals to the business office.

J. Failure to comply with these rules will prohibit access to Pointe Royale by nightly rental customers.

These Rules, Regulations and Covenants along with our By-Laws are the responsibility of the Owners of the property to understand, acknowledge and abide by. It is the Owners of the property, whether you are a full time or part time residents, whether your property is leased or in nightly rental, who will be held accountable by Pointe Royale.

A: Violations of any of the above Policies, Rules and Regulations will be subject to a warning notice or letter for the first offense, \$25 for the second notice or offense, and \$50 for the third notice or offense. After three violations the matter will be referred to the General Manager or the POA Board of Directors for subsequent action of additional fines, cancellation of amenities or towing at the owner's expense.

B. The POA and COA Boards of Directors may revise, alter, add to or delete any of the policies, rules, etc., at any time and as provided for in the Declarations and By-Laws of the Association.

VIOLATIONS AND ENFORCEMENT: The POA and COA Boards of Directors shall have the right to enjoin or remedy by appropriate legal proceedings, either at law or equity or by special fines any violation of the above policies, rules, and regulations and to recover reasonable attorneys' fees by the lien rights of the Association.

Pointe Royale Golf Village
Office 417 334-0634 Fax 417 334-0624 Golf 417 334-4477 Gate Security 417 334-5778

www.pointeroyalegolfvillage.com

Attachment 1

Rental of Clubhouse Rooms

1. The use of the POA Clubhouse facilities will fall into one of three categories: a. POA Board of Directors Sponsored Events, b. Use of the facilities by Owners and, c. Use of the facilities by Non-Owners.
2. POA Board of Directors Sponsored Events
 - a. It is the POA Board of Directors policy that to qualify as a sponsored event, such event must be open to all Pointe Royale Owners and their guests and a flyer announcing the event must be placed in the Clubhouse and the Gate House at the entrance to the subdivision. Coordinators of sponsored events may charge attendees reasonable fees to cover the direct cost of food, beverages, any materials used and necessary for the event, guest speakers, entertainment, etc. No sponsored event shall enhance or provide, directly or indirectly, any financial gain to any owner, attendee or guest in connection with their occupation, trade, employment, business, profession, craft, livelihood, career, vocation, avocation or job except for persons that have been hired or contracted to provide a service at the event such as catering, keynote speaker, entertainment, etc.
 - b. An Owner(s) must be listed as the contact person(s) for the sponsored event and the contact person must complete a Clubhouse Room Reservation Schedule stating the times and dates to be reserved for the event and acknowledging that attendees of the event are responsible for all setup, breakdown and cleanup if the reserved space. .
 - c. The POA Board of Directors, may at any time they deem appropriate, initiate and hold an event, meeting, function, assembly, conference, etc., as part of their authority as the Board of Directors. Any such action by the Board of Directors is not required to be placed on the list of sponsored events but a representative of the Board must complete a Clubhouse Room Reservation Schedule.
3. Use of Facilities by an Owner
 - a. The Room Rental fee is waived when the event is open to all Pointe Royale property owners and the event will not enhance or provide, directly or indirectly, any financial gain in connection with the Owner's or any attendees' occupation, profession, livelihood, career, vocation, business, line-of-work, job, craft, trade, etc. A flyer announcing the

event must be placed in the Clubhouse and the Gate House at the entrance to the subdivision.

b. An owner who is renting space for an event in which the Owner or any attendee will or may receive, directly or indirectly, a financial gain will pay full rental rates, cleaning deposit and will abide by the contract and terms given to non-Members.

c. An Owner may rent space for ½ (one-half) the established rate(s) for a private event with neither the Owner nor any attendee(s) will receive, directly or indirectly, any financial gain.

d. The POA does not provide setup, breakdown of cleaning. If cleaning is required by the POA staff, a cleaning fee of \$150 will be billed to the Owner's account

d. Any damages caused to the facilities, equipment or Clubhouse will be billed to the Owner's account. Such charges will be in addition to the cleaning fee.

e. If a caterer is used for the event, the person(s) renting the facility will have the caterer provide Pointe Royale POA with an insurance certificate naming Pointe Royale POA, its property owners, employees and agents as additionally insured. The caterer will also provide their City of Branson license number.

4. Use of the Facilities by a Non-Owner

a. Non-Owners must pay full rental rates for any of the facilities. In addition, one-half of the room rental fee must be paid at the time the reservation is made as a non-refundable Room Deposit Fee. The person renting the facility must also provide a Credit Card number to be used to cover any damages that may be caused to the facility.

b. The POA does not provide setup, breakdown of cleaning. A cleaning fee deposit of \$150 must be paid at the time the reservation is made. It will be refunded within 10 days after the event if no cleaning is required by the POA staff.

c. If a caterer is used for the event, the person(s) renting the facility will have the caterer provide Pointe Royale POA with an insurance certificate naming Pointe Royale POA, its property owners, employees and agents as additionally insured. The caterer will also provide their City of Branson license number.

5. The room rental agreements are available in the POA Business Office. If there are further questions concerning any aspect of renting the Clubhouse facilities please contact the POA Business Office at 417-334-0634.