

POINTE ROYALE CONDOMINIUM PROPERTY POLICIES, RULES AND REGULATIONS

(Includes Board of Directors Actions Through October 2, 2021)

(All Owners, Residents and Guests Including Nightly Rentals and Long-Term Leases)

These Policies, Rules, Regulations along with the Covenants and By-Laws are the responsibility of the Owner(s) of the property to understand, acknowledge and abide by. It is the Owner(s) of the property, whether a full time or part time resident, whether the property is leased or a nightly rental, who will be held accountable by Pointe Royale.

- A. Violations of any of the below Policies, Rules and Regulations will be subject to a warning notice or letter for the first offense, a fine of \$25 for the second notice or offense, and a fine of \$50 for the third notice or offense, unless otherwise stated. After three violations the matter will be referred to the General Manager or the COA Board of Directors for subsequent action of additional fines, cancellation of amenities, towing at the owner's expense or as may otherwise be determined.
 - B. The COA Board of Directors may revise, alter, add to or delete any of the Policies, Rules, and Regulations at any time and as provided for in the Declarations and By-Laws of the Associations.
 - C. The COA Board 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.
 - D. Owners, Residents and Guests are further reminded that in addition to the above Policies, Rules, and Regulations there are also policies and regulations contained in the Declaration of Restrictive Covenants and By-Laws of the Condominium Owners' Association that must be followed. These documents are available on the COA website at www.pointeroyalegolfvillage.com.
1. All condo owners must abide by all applicable POA Rules and Regulations within COA common areas unless otherwise stated in the COA Declarations and/or By-Laws.
 2. ARCHITECTURAL CONTROL COMMITTEE (ACC). Except as to the original construction by the Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon the subdivision, nor shall any exterior addition, change or alteration be made thereto, until and unless the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to

harmony of external design, location in relation to surrounding structures and topography and compliance with the Declaration of Protective Covenants by the ACC of the Association. The ACC shall be composed of two (2) or more representatives appointed by the Board of Directors of the Association. In the event the ACC fails to approve or disapprove a requested action within forty-five (45) days after the request has been properly submitted to the ACC, the request is considered to have been approved. All actions of the ACC shall be subject to review by the Board of Directors of the Association and appeals may be taken to the Board of Directors for final resolution.

A. All requests to the ACC must be submitted on the form prescribed by the ACC. The form is available in the Business Office or on the Association's web site at www.pointeroyalegolfvillage.com.

B. ACC applications are valid for six (6) months from the date of approval unless a written extension is approved prior to expiration. If the project has not been completed and an extension has not been obtained prior to expiration, a fine of \$100 per day will be levied until an extension has been approved. Also, the contractor(s) working on the project will be denied access to the subdivision until an extension has been approved.

3. Satellite dishes may not be attached in any way to the condo structure or sit or be placed on common ground. Satellite dishes must be in a bucket or on a tripod on the back deck. All satellite dish installations must be reviewed and approved by the Architectural Control Committee prior to installation.

4. Hot tubs may be installed on ground floor concrete patios. However, the Architectural Control Committee must approve the installation prior to the beginning of any work. Hot tubs are not allowed on upper-level decks.

5. POLICY FOR SCREENING CONDOMINIUM UNIT LIMITED COMMON AREA DECKS/PORCHES/PATIOS

Approval must be obtained from the COA Architectural Control Committee and if required, a Building Permit from the City of Branson, prior to construction beginning. Any project on a Condominium not yet annexed into the city will still be required to meet city building codes and pass a city inspection. Once a deck/porch/patio has been screened in the maintenance of the enclosed area becomes the unit owner's responsibility. Decks, porches and patios and screens are defined as limited common elements. If the Association is required to make any repairs to the screen and/or screened in area of a deck/porch/patio the unit owner will be individually assessed for the cost of the repairs. (Approved by the COA Board on July 11, 2015.)

- A. If using a contractor, the contractor must be insured and have a valid business license.
- B. Owner(s) must submit their contractor's specification for the design of the project.
- C. Depending upon location and design, safety concerns may require that suitable restraint railings be in place.
- D. All enclosures must be harmonious in color and design with the building. All left over materials, trash and other items must be removed from common areas.
- E. All framing will be anodized aluminum. All screens will be aluminum only.
- F. The design plans submitted must show that all screens may be easily removed by the owner(s) when the Association must perform maintenance to the limited common area. Removing and replacing screening, when required for maintenance by the Association will be the owner's responsibility.
- G. The design plans must show that, when and where required, there will be adequate drainage provided.
- H. All Garden level Decks/Porches/Patios are subject to damage during normal mowing, weed eating and routine maintenance operations. The Association recommends that maintenance free metal panels be used on the lower part of the screened area to help minimize damage. However, whether metal panels are used, or if the owner(s) choose to have full screening, it will be the owner's responsibility to repair and replace, at the owner's expense, and damage caused to the screened or paneled area by mowing, weed eating or other routine maintenance operations.

6. POLICY FOR ENCLOSING CONDOMINIUM UNIT LIMITED COMMON AREA DECKS/PORCHES/PATIOS

Approval must be obtained from the COA Architectural Control Committee and if required, a Building Permit from the City of Branson, prior to construction beginning. Any project on a Condominium not yet annexed into the city will still be required to meet city building codes and pass a city inspection. Once a deck/porch/patio has been enclosed in the maintenance of the enclosed area becomes the unit owner's responsibility. Decks, porches and patios and the enclosures are defined as limited common elements. If the Association is required to make any repairs to the enclosed structure and/or the enclosed area of a deck/porch/patio the unit owner will be individually assessed for the cost of the repairs. (Approved by the COA Board on July 11, 2015.)

- A. If using a contractor, the contractor must be insured and have a valid business license.
- B. Owner(s) must submit their contractor's specifications for the design of the project. Contractor/owner must provide evidence (city building department approval) that the design of the proposed project considers the load bearing capability of the underlying deck in relation to the type and weight of the framing materials used.
- C. All enclosures must be harmonious in color and design with the building. All left over materials, trash and other items must be removed from common areas.
- D. All exterior surfaces shall be a maintenance free material. All screens will be aluminum only.
- E. The design plans must show that, when and where required, there will be adequate drainage provided.
- F. Construction of the enclosure shall be such that all existing handrails shall be permanently removed.

7. POLICY FOR REPLACING WINDOWS AND DOORS IN CONDOMINIUM UNITS

Approval must be obtained from the COA Architectural Control Committee and if required, a Building Permit from the City of Branson, prior to construction beginning. Any project on a Condominium not yet annexed into the city will still be required to meet city building codes and pass a city inspection.

- A. If using a contractor, the contractor must be insured and have a valid business license.
- B. Owner(s) must submit specifications for, and pictures of, the windows/doors being considered and shall include design information, type of materials that windows/doors are constructed from, and all special or other features of the product being proposed.
- C. All windows/doors must be harmonious in color and design with the building. And the casing must be constructed of wood, metal, or vinyl and screens must be aluminum only. All left over materials, trash and other items must be removed from common areas.

8. PERSONAL PROPERTY IN COMMON AREAS.

An owner of a condominium unit shall be allowed to place certain items of personal property in the common area outside of the front entrance to their unit. Such property shall be kept only in the area outside of the entrance and shall not encroach into the common area space of a neighboring condominium unit. No property shall be placed on common grassy areas or sidewalks leading to the building or on, or under, stairways. In the common space where property is allowed, there shall be a walkway or passageway of no less than thirty-six (36) inches always maintained. The Association shall not be responsible for any damage to, or loss of, property placed by an owner in the common area even if Pointe Royale employees cause such damage, which could occur during routine maintenance. The owner assumes all risk, and by choosing to place items in the allowed common area, completely indemnifies, and hold harmless, the Condominium Owners' Association and Property Owners' Association, its Boards of Directors, Officers, Assigns and Employees. When an owner elects to place property in a common area, the owner no longer has the exclusive right to use, or control said property and any person might use said property. Any property placed on the Association's common areas that is not specifically allowed by this regulation may be removed immediately by Association personnel and the owner shall be fined \$25. The type of personal property that may be placed by an owner in the common area space directly associated with the entrance of their unit shall be limited to one bench, flowerpots with drip pans, one set of outdoor patio furniture that shall consist of one table and no more than four chairs and one welcome mat. All furniture must be of a color that is harmonious with the exterior of the building and must be maintained in a reasonable condition. No personal property allowed by this regulation as described above shall be placed on any deck or porch railing. No other items may be placed on any condominium property or structure unless approved by the COA Architectural Control Committee (ACC). The Board of Directors shall make a final determination in the event of any dispute that cannot be resolved by owners regarding encroachment, colors and maintenance of allowed property.

A. A permit may be obtained to store a charcoal or gas grill in certain common areas. To be considered for a permit, submit an ACC request and clearly identify the requested storage location of the grill. A permit must be displayed on or near the grill in order to not be subject to a warning and/or fine. (Approved by COA Board June 28, 2014)

9. REMOVING PROPERTY FROM COMMON AREAS.

When an item has been left in a common area and the Association has made a reasonable, but unsuccessful, effort to identify an owner, then the item will be tagged with a "Notice of Removal" and after three days the Association may record the condition of the property and remove it to the COA maintenance storage building where the property will be stored for no less than 30 days. At the end of the 30-day period, the General Manager will first notify the COA Board of Directors that the property will be disposed of and the method of disposal. If

the owner of the property contacts the Association to reclaim their property, the owner will be charged, and the Association shall collect a \$100 fine before the property shall be released. If the identified owner, then fails to pay the fine, the Association shall debit the owner's account for the \$100 fine and if the owner has not removed their property by the end of the 30-day period, the Association may dispose of the property and the \$100 fine shall be owed by the owner. If the Association identifies the owner of a property after removing the property from the common area, the said owner will be fined \$100 whether the property is reclaimed and even if disposal of the property has already occurred.

10. CONDOMINIUM UNIT REPAIR POLICY

Reference paragraph 15(b) of the Condominium Declaration for Pointe Royale Condominium
Parcels I, II, and III:

The following policy will apply when repairs are required due to accidental damage and damage caused by "acts of God" within a condominium unit. However, under no circumstances shall this policy apply to damage resulting from Owner(s), owner's guests, visitors or tenant's negligence and such damage shall be the complete and total responsibility of the owner(s). The Condominium Owners' Association (COA) will provide insurance coverage and be responsible for repairing damage to all structures and materials beyond and up to the exterior of the wall and ceiling drywall covering within the unit and beyond and up to the exterior of any finished floor coverings within the unit.

The COA will also provide insurance coverage and be responsible for repairs on all items affixed to the inside or living area of the unit only when the cost to replace or repair those affixed items exceeds \$25,000, or such amount as the COA from time-to-time may deem appropriate and after notification of such amount to all unit owners. Examples of affixed items would include, but not be limited to, wall/ceiling paint, wallpaper, cabinets, countertops, floor coverings that are glued, nailed or otherwise affixed to the floor in such a manner that they cannot be reasonably removed or moved in a quick and easy manner. Unit owners shall be completely and totally responsible for obtaining insurance to cover losses on such affixed items below the deductible of \$25,000 and unit owners shall be responsible for the cost of such insurance and for any resulting costs created by not having such insurance or costs created by the deductible chosen by the unit owner(s).

Under no circumstances or conditions will the COA be responsible for damage, or the cost or repairs of such damage, for any items within the unit that are deemed personal items and do not meet the definition of affixed items as stated above. The COA will also not be responsible for upgrade costs of affixed items created when the unit owner(s), or past owner(s), elect to upgrade the original affixed items beyond the original material or quality of material that was in place at the time that the original unit owner(s) acquired the unit from the developer. As an example, if

the unit originally had carpet as floor covering when purchased by the original owner(s) from the developer and was later replaced by a more expensive wood floor then the COA will only be responsible for a cost equal to replacing the floor covering with carpet and not the cost of a more expensive wood floor covering.

In the event of a break or leak of a water line to a condominium building or unit, the COA will not be responsible, under any circumstance, for any charges to the unit owner(s) from a third-party utility provider, including but not limited to any water bills. (Revision approved by the COA Board on June 23, 2018.)

11. POLICY FOR ENTRY INTO A CONDOMINIUM UNIT BY COA PERSONNEL

The COA Board of Directors understands the necessity of the Association retaining keys to each unit, as is required in the COA By-laws in Article XI, for the purpose of unit entry in case of emergencies and for access for necessary scheduled maintenance and repairs.

However, the Association also recognizes and must consider liability issues that can arise from the Association entering, or allowing entry, into a unit. The Association Directors cannot expose the Association to unnecessary liability even when such exposure may provide a convenience for owners. The Association cannot be responsible for determining the legitimacy of guests, contractors, vendors, lessees, etc. Additionally, since many units are in a nightly rental program or leased long-term, even an owner's demand to be given access into their unit, if provided by Association personnel, may be a violation of a lessee's rights and consequently make the Association culpable in an unlawful act.

Accordingly, the Association Board of Directors does hereby establish a policy that allows Association personnel to only unlock and enter a unit without advanced notice if there is an immediate maintenance emergency. A maintenance emergency is described as knowledge that the owner's property, or the Association's property are being damaged or destroyed and when it is evident that further damage may be mitigated or stopped by the immediate entry of Association personnel into the unit.

Association personnel will not unlock a unit for nightly rental guests, lessees, contractors, vendors, owners, etc. Owners will be responsible for planning or establishing necessary contingencies for allowing access into their units and will need to contact a locksmith if they or a guest do not have available keys or pass codes to gain entry.

When staff is required to enter a unit for non-emergency maintenance or repairs, the condominium supervisor will provide a minimum of 24 hours advance notice before entering a unit and such notice shall be made by posting a notice on the door of the unit and attempting to contact occupants in person or by phone.

It is the Association's policy that prior to entering a unit, staff personnel will knock on the unit door twice, ring the doorbell twice, at that point they open the door announcing their presence as "Condo Maintenance" twice. If at that point there is no response, then staff will announce they are entering the unit at least twice before entering.

While repairing units or after repairs are completed, a tag will be left inside the door notifying unit occupants that the staff is, or has been, in the unit.

12. A \$50 fee will be charged for Resale Certificates when title is transferred.

13. A late fee of \$25.00 per month will be charged on all accounts that are 30 days past due over a balance of \$25.00.

14. A fee of \$30 will be charged for any returned check or returned ACH (Auto Draft)

15. Rules for Nightly Rental Owners

A. Must have and provide a current City of Branson business License to the POA office.

B. Must abide by all rules passed by the POA & COA Boards.

C. Must be current on all POA, COA and Golf Dues, fines, Assessments and all other association charges.

D. Owners or Managers must report, by building and unit number(s), all units being managed for purpose of nightly rentals to the business office.

16. Any member may obtain a membership list with current mailing address by paying a \$10 fee with the understanding that the list may not be sold or used for advertising.

17. Upon demand each owner will be provided one free copy of the COA and/or POA Declarations and By-Laws. If the owner needs an additional copy, they can be purchased for \$10 each. Copies may also be obtained from the website at www.pointeroyalegolfvillage.com for no charge.

18. Any damages caused to a condo unit by golf balls including panels on screened-in porches, windows, glass doors or any personal items will be the owner's responsibility to repair.

19. If it is necessary for the Association to make repairs to a unit/common area that is the responsibility of the owner, the owner will be notified prior to commencing the work and will be billed for cost incurred.

20. Window washing (interior and exterior) is the responsibility of the unit owner.

21. Firewood may be stored at the condo units ONLY during the months of November, December, January, February and March. Wood must be stacked on the back patio or deck and not on the front porch/entryway.

22. Open flamed appliances including but not limited to charcoal and gas grills may not be used on patios, decks or porches. Only electric grills may be used in these areas. Open flamed appliances may be stored on the patio, deck or porch if the owner can demonstrate how the appliance is moved to an area at least 10' away from the building in the grass, sidewalk or parking area for use. When the appliance is completely cooled down it must be returned for storage. The use of an open flamed appliances on a patio, deck or porch or in an area less than 10' from the condominium building is subject to a \$50 fine. (Revised by the COA Board August 24, 2019)

23. Delinquent accounts. An attorney will be used for the collection of past due member accounts. When any part of a COA 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 COA's attorney for full legal action. Also, access to all amenities will be deactivated until paid in full.

24. Common element garages may only be leased to Condo owners by the Association. Subletting of common element garages is not permitting. Any lease of a garage terminates when the condo owner's lease or ownership expires. An owner or group of owners of a condo unit or units may only lease one garage. An owner may not transfer their lease to another owner. All lease transactions must be processed by the COA business office. A waiting list of owners who would like to obtain a lease is maintained in the COA business office.

25. Designated trailer parking areas (Boats, Utility, Golf, or other towable/ movable items) are in Lots in front of Buildings 10 and 11, by the retaining wall on Bunker Ridge Dr. and the parking lot by the Playground area at the end of Wimbledon Dr. Trailers will be identified with a 10-day maximum length of stay tag upon arrival. After 10 days, in any one monthly period, trailers must be removed from Pointe Royale property, or they will be subject to towing at the owner's expense. A time extension may be granted by the General Manager in the event of an emergency. **ONLY CONDO OWNERS MAY UTILIZE THE DESIGNATED AREAS. GUESTS MAY NOT PARK BOATS OR TRAILERS ON POINTE ROYALE PROPERTY. (Amended 10/2/21)**

26. Exterior air-conditioning units by definition are limited to common element. The maintenance and replacement of exterior air-conditioning units are the responsibility of the unit owner. If the Association is required to make any repairs or replacement the unit owner will be individually assessed for the costs of the repairs or replacement. (Approved by the COA Board on July 11, 2015.)

27. Landscaping and natural wooded areas are a part of the COA's common element and may not be altered without approval. Approval is obtained from the COA Board of Directors after a review by the Architectural Control Committee and, if required, all governing authorities over the land. The following are the requirements for enhancing common element landscaping and natural wooded areas. (Approved by the COA Board on October 24, 2015.)

- A. The owner must submit an ACC application and provide a detailed description of the project to include such items as planned work, boundary areas, schedule, etc.
- B. The owner must select a contractor to perform the work. A list of licensed and insured contractors is available in the COA Business Office.
- C. If applicable, approval must be obtained from governing authorities which may include, but not limited to, City of Branson, US Corps of Engineers, Empire District Electric and Pointe Royale POA.
- D. If the work is not performed according to the approved request the unit owner will receive a fine of not less than \$50 and all restoration costs will be the responsibility of the unit owner. The fine and restoration costs will be determined by the COA Board of Directors. In addition, any fines levied against the COA by governing authorities are passed to the unit owner.

28. CONDOMINIUM ASSESSMENT LOSS COVERAGE POLICY

Pursuant to Paragraph 17 of the Condominium Declaration for Pointe Royale Condominium Parcels I, II, and III (the "Declaration"), the following policy will apply when repairs to the common elements (or limited common elements as the case may be) are required due to damage caused by accidental damage and damage caused by "Acts of God", including but not limited to, wind, hail, tornado, flood or fire (a "Loss").

Pursuant to Paragraph 17 of the Declaration, the Pointe Royale Condominium Property Owners Association, Inc. (the "COA") is responsible for maintaining and repairing the common elements. The COA currently has and maintains an Insurance Policy that covers said Loss. However, the COA is responsible for paying the deductible on the Insurance Policy, which in some circumstances, could be significant.

It shall be the policy of the COA that in the event of a Loss, regardless of whether or not the Loss occurred to all or fewer than all of the buildings, the COA will assess the entire membership (all Owners) to cover the COA's deductible on said Insurance Policy.

As such, it is strongly recommended by the COA that each Owner obtain “Loss Assessment Insurance Coverage” through their insurance carriers to pay for said Assessment in this event. (Approved by the COA Board on September 23, 2017.)

29. Personal Property in Limited Common Element Back Decks, Patios, Porches...

An owner of a condominium unit shall be allowed to place certain items of personal property on back decks, patio and porches that is considered limited common element to the condominium unit. No personal property shall be placed or stored on common areas outside the patio, deck or porch area. The type of personal property that may be placed by an owner includes the following: Outdoor/garden rated furniture in good condition (indoor furniture is not allowed), flowerpots with drip pans, welcome mat and electric grills. Appliances with an open flame may be stored on decks, patios and porches if the owner can demonstrate how the appliance is moved at least 10’ away from the building in the grass, sidewalk or parking area for use. Firewood may be stored on the back deck, patio or porch during the months of November, December, January, February, March. No personal property allowed by this regulation as described above shall be placed on any deck or porch railing. No other items may be placed on any condominium property or structure unless approved by the COA Architectural Control Committee (ACC). The Board of Directors shall make a final determination for any disputes or appealed ACC requests. (Approved by the COA Board August 24, 2019.)

30. Policy for Interior Unit Modifications

Approval must be obtained from the COA Architectural Control Committee and if required, a Building Permit from the City of Branson, prior to any structural interior unit modification projects beginning. Any project on a Condominium not yet annexed into the City will still be required to meet City building codes and pass a City inspection. Structural interior unit modifications are defined as the removal or addition of any wall, post, doorway, window, fireplace or foundation support, plumbing fixture additions and electric fixture additions. Any unapproved modifications will be subject to a fine. The owner will be responsible in repairing, removing and/or replacing unit modifications corrections and damage caused by the unapproved unit modification at the owner’s expense. (Approved by the COA Board August 24, 2019.)

31. Smoking Rule

The smoking (or vaping) of tobacco, or any material that can be smoked in a pipe or in the fashion of a cigarette or cigar, or from any smoking paraphernalia device shall be permitted as long as the smoking does not rise to the level of being unreasonable, obnoxious or offensive or rise to the level of a public or private nuisance which results in material annoyance, inconvenience, discomfort, damage or injury to another condominium owners’ health, property or use and enjoyment of their unit. If an owner is found in violation of the smoking rule, the owner will be given 7 days to abate the problem. If the owner refuses or fails to abate the

problem after 7 days, the unit owner will be subject to a \$250.00 fine and given an additional 7 days to abate the problem. If the unit owner refuses or fails to abate the problem after 7 days, the unit owner will be subject to a \$500 fine and will be fined \$500 on the first of every month until the problem is abated. The smoking rule applies to short term and long-term renters, with the exception that the renter faces expulsion from Pointe Royale Property if the renter fails to abate the problem. The fines will be assessed against the owner until the problem caused by the renter is abated as set out above.

(Approved by the COA Board June 26, 2021)

32. Designated Parking Spaces (Approved by the COA Board April 29, 2023)

Section 6 of the Restrictive Covenants mandates that certain condominium owners may qualify for designated parking spaces pursuant to rules and conditions. The following rules and conditions were approved by the COA board on 4/29/2023:

1. Any condo owner RESIDING, (we define this as full time resident or primary residence) who shows a specific need for a conveniently located parking space MUST petition the COA board in writing. Reasons for the CLPS must be stated in full of evidence supporting the petition.
2. If granted, the resident must deposit \$50.00 with PR for the construction of the sign. This deposit is nonrefundable.
3. The resident will be assessed \$200.00 annually to pay for the sign designating the CLPS. It is nonrefundable for that year. It will not be prorated. At the end of the one-year period, the resident must reapply by filing a new petition and paying \$200.00 for that year.
4. The resident is put on notice that PR cannot enforce the CLPS. PR can only grant and maintain such CLPS. The resident assumes the risk that the purchased CLPS may be used by an unauthorized vehicle. Maintaining the parking space means only that PR will install the markings, the lines and fix any irregularities in the parking space.
5. The resident is put on notice that the resident cannot enforce the CLPS by summoning authorities or by using self-help such as employing a tow truck to remove the offending vehicle or using another method to remove the offending vehicle. The resident is encouraged to contact the business office if an unauthorized vehicle is parked in the owner's CLPS.
6. An exception to enforcement is if another condo owner or his guest uses the CLPS. The offending owner is then subject to being fined by PR.
7. The sign designating the CLPS cannot be moved once it is placed.
8. The resident must return the sign if the resident moves or no longer needs the sign.

9. If any of the aforementioned rules are violated, the board may revoke the owner's CLPS. No refund of any kind will be given. No future CLPS will be assigned to the violating owner for two years.

Pointe Royale Condominium Owners Association

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