

# **RULES AND REGULATIONS FOR THE ROYAL GOLF VILLAS**

## **INTRODUCTION**

It is important that we preserve the living and architectural style that the The Royal Golf Villas represents. The goal of the Rules and Regulations is to provide reasonable, practical guidelines for the operation of the The Royal Golf Villas. All residents and guests are obligated to comply with these Rules and Regulations and the Association's Governing Documents. The Board of Directors of the Association may approve Rules and Regulations based upon the authority contained in Article 4 of the Declaration. The terms used in these Rules and Regulations have the same meanings as set forth in Article 1 of the Declaration for The Royal Golf Villas.

## **GENERAL USE REGULATIONS**

Note: All rules and regulations of the Royal Golf Club Master Association must be complied with. In addition, there are other benefits and restrictions exclusive to the members of the The Royal Golf Villas.

1. Please be considerate of other residents and refrain from engaging in conduct which is a material annoyance or nuisance to others. Owners are responsible for the behavior of their families, guests, tenants and pets while at the Royal Golf Villas.
2. Persons residing on or using the Property are obligated to comply with all applicable laws, ordinances and regulations of the City of Lake Elmo and other governmental authorities. If charged with a violation by a governmental authority, the Owner or Occupant is obligated to indemnify, defend and hold the Association and other Owners and Occupants harmless from all fines, penalties, costs, attorney's fees or persecution resulting from the violation.
3. The Royal Golf Villas is designed to be a residential community. Business or commercial activity may not be conducted, except for the limited, incidental activities described in Article 7 of the Declaration for The Royal Golf Villas. No Owner or Occupant shall use or permit others to use their Dwelling in a manner that is inconsistent with the Declaration or incompatible with the residential nature of the community.
4. The offering or provision of in-home service businesses, such as daycare, child care or similar services, is prohibited on the Property.
5. For health reasons, garbage and refuse should be placed in leak proof trash bags and deposited in designated trash receptacles. These receptacles must be stored inside the garage and placed outside only on the day of or night before garbage pickup. Municipal regulations regarding garbage pickup apply.
6. Persons authorized by the Board, or public safety personnel, may enter the yard areas of Units at any time for the purpose of correcting any condition which is reasonably believed to present an imminent danger of serious loss or damage to any portion of the Property, or injury or death to any person. These

authorized persons may also enter the yard areas during reasonable daytime working hours for purposes of maintaining, repairing, and replacing the drainage pond or any parts of the Units which the Association may be obligated to maintain.

7. Managers and others who provide services to the Association are required to take directions only from the Board of Association officers. Comments regarding services or actions of persons performing work for the Association should be directed to the Board or to the manager, not directly to the subcontractors.

## ARCHITECTURAL AND EXTERIOR RESTRICTIONS

1. No person may modify any part of the drainage pond, nor change the appearance of the exterior of any Unit, except in accordance with the architectural procedures set forth in Article 6 of the Declaration. Additional buildings, animal enclosures, tents, awnings, shelters, pools, decks, patios, fence sections, additions, hot tubs, poles or other structures or physical improvements of any kind, temporary or permanent, which are visible from the exterior of a Unit, must have the prior written approval of the Board as set forth in Article 6 of the Declaration. Owners and Occupants have the responsibility of obtaining approval from the Board prior to making any exterior change to their Unit.

2. No fences for the purpose of enclosing your yard are permitted. Other purposes for smaller selected areas will be considered. In no way will any fence be allowed that encumbers or restricts lawn maintenance as equipment is driven from one back yard to another. No chain link fence of any kind is allowed.

3. Playgrounds and swing set equipment are not allowed.

4. Backyard pools are allowed.

5. Identification signs or displays of any kind may not be placed anywhere on the Property, except that a customary "for sale" sign of a reasonable size may be temporarily erected on the yard area of the Unit near the street during the period when a Unit is for sale. Also exempt is a security system warning sign of a reasonable size. Please contact the Board for any clarification.

6. The installation and use of antennas, satellite dishes and other comparable communications devices shall be governed by applicable federal and state laws and regulations. Satellite dishes should be placed in as inconspicuous place as possible and not visible from the front as you are standing in the street. Owner and Occupants shall be responsible for all maintenance and repair of the antenna, satellite dish or other comparable communications device and any maintenance or repair to the Property which arises out of the installation or use of such equipment.

## VEHICLES AND PARKING REGULATIONS

1. Regular overnight parking of one vehicle by an Owner or Occupant or their guests is permitted in the driveway. It is noted that the preference is to keep all vehicles parked overnight in the garage for a neater appearance.

2. Personal property, including but not limited to trailers, boats, snowmobiles or other recreational equipment, may not be parked outside the Dwellings for more than one night in a given week. Extended and/or reoccurring outside storage of such items is strictly prohibited.
3. Inoperative or unlicensed vehicles may not be left anywhere on the Property, except in the owner's garage. No commercial vehicles may be parked outside the garage. All vehicles parked outside must be of the size that are able to fit inside the garage. Vehicles specifically prohibited include: dual-wheel trucks, trucks and vans with utility racks, any vehicle missing a wheel cover, and any vehicle that displays logos or signage with letters larger than 4" in height. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable. If an Owner has special guests, they may park up to 2 vehicles in Owner's driveway for up to one week. This is for special occasions, not for a regular occurring situation. Having cars inside the garage is always the neatest appearance.
4. Outside parking may be limited or prohibited during periods of snow removal. If there are any vehicles in a driveway during snow removal, the snow removal vendor will not clear the driveway.

## ANIMALS

1. Common, domesticated house pets, such as dogs, cats, fish or birds ("Pets") may be kept by an Owner or Occupant in his/her Dwelling, subject to these Rules and Regulations. No other animals may be kept anywhere on the Property. Birds, fish and other small household pets (other than dogs and cats) shall be kept in appropriate cages or tanks in the Dwelling.
2. Any Pet must be housed and maintained exclusively within the Owner's Dwelling or Property. Outdoor pet houses, shelters or enclosures of any type are prohibited. All Pets should be controlled in some manner to prevent them from leaving the Property. Electric underground fences are permitted with written approval from the Design Review Committee, but the Association (or its subcontractors or the builder) are **not** responsible for any damage done to the fence for any reason. Owner is responsible for any damage caused by the fence to the sprinkler system.
3. Owners are responsible to pay for any damage to the Property caused by their Pets, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims or liability arising out of any act of the Pet. If grass is killed by pet urine, the repair costs will be assessed to the Owners.
4. Solid waste left by Pets on the Property shall be promptly disposed of by the Pet's owner or other handler. If the lawn maintenance company must clean up after Pets, the individual unit owner will be assessed for that charge.
5. Pets may be walked in the development and on the common grounds only in accordance with local leash laws.
6. Any violation of these Rules and Regulations or other repeated or prolonged disturbance by a Pet, such as noise, odor, waste or threatening or nuisance activity, may be cause for imposition of a fine on the Pet's owner and/or the removal of the offending Pet from the Property. Decisions concerning the removal of a Pet shall be made by the Board; provided, that upon the written request of the Pet's owner, the removal

of the Pet shall be determined by a vote of the Owners at a meeting of the Association, and provided further, that the Pet's owner must pay the cost of calling and holding the meeting.

7. Notwithstanding the foregoing, no rules shall be imposed which restrict the keeping of a qualified "service animal" for a disabled or handicapped person in violation of any applicable state or federal statutes, regulations or rules. However, service animals are subject to the same behavioral standards as similar types of Pets.

#### ADMINISTRATION

1. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown if, (i) in the judgment of the Board the waiver will not violate the Governing Documents nor interfere with the rights of other Owners or Occupants, and (ii) the waiver is granted to other Owners or Occupants under the same circumstances. Waivers will not be granted unless an emergency or highly extenuating circumstance exists.

2. The Board has the authority to amend these Rules and Regulations, and make such other Rules and Regulations, from time to time, as it deems necessary for the use, safety, care and cleanliness of the Property, and for securing the common comfort and convenience of all residents.

#### VIOLATIONS/HEARINGS

1. When there is a violation of these Rules and Regulations or the Governing Documents, the Board is authorized to pursue various remedies. These remedies include, but are not limited to, legal action for damages, or equitable relief in any court, imposition of late charges for past due assessments, imposition of reasonable fines for violations, towing of vehicles or the correction of any condition which violates the Rules and Regulations or Governing Documents. Prior to the Board imposing a fine for any violation, the Board shall, upon written request of the offending Owner, grant the Owner a fair hearing.

#### CITY CODES

1. In addition to the Rules and Regulations contained in this document and the other Governing Documents, all City ordinances must be followed.

#### ASSOCIATION MAINTENANCE

1. All irrigation systems are set up to water the grass. In typical weather trees and shrubs will do just fine with or without sprinkling **once they are established**. If it is very dry or very hot, the trees and shrubs may need some hand watering. The Association will be responsible for opening and closing irrigation systems each year.

2. Every home will have at least:  
2 trees  
30 shrubs  
10 perennials

Additional trees and shrubs may be planted at the expense of the Builder or Owner. The Builder retains the right to use fewer trees on any of the wooded lots without compensation to the buyer. The Builder will warranty for one year from the date of closing 3 trees and 30 shrubs. Any additional plantings planted gratis by the Builder are not warranted. To qualify for replacement of any dead tree or shrub the Owner must have less than 3 living trees or 30 living shrubs. There is **NO** warranty on flowers (perennials).

After one year the Association is responsible to maintain and service the 3 trees and 30 shrubs, which will include trimming once a year. However, if a tree or shrub dies, the Owner is responsible for replacement. The Owner may replace them themselves within a reasonable time period and with a like species. If they are not replaced by the Owner, then the Association may replace them and assess the Owner. There is no warranty on any flowers or perennials. Owners may add as many flowers as wanted in the mulch areas.

3. Trimming, weeding and general maintenance of the grass and main landscaping area will be the Association's responsibility. However, it is important to remember that the level of maintenance on an Association maintained property may be different than that of a single-family residence. For some the level is much better with good, consistent care. For others, who may have spent a lot of time making their lawns "perfect", the maintenance level will be less.

4. All areas of sod will be fertilized, mowed and maintained by the Association. Any natural areas will not be maintained. Both front and rear yards will be mowed by the Association's landscape vendor based on a written contract.

5. The Association will conduct a spring and fall clean up of landscaping each year.

6. The Association will not maintain any private flower, vegetable or other gardens.

7. Snow removal is included in Association maintenance. This includes removal of snow of 2" or more from curb to front door. Typical time of snow removal is within 8 hours of snow ending. If an Owner needs to have snow cleared sooner than that, they may have to remove the snow themselves.