Royal Gardens Condominiums

Rules & Regulations

Revised November 2005---Replaces all previous editions

TABLE OF CONTENTS

Page 3 ..... Introduction; Management Agent

Rules and Regulations

Page 4 ..... Air Conditioners
Page 5 ..... Barbeque Grills; Bicycles, Etc.
Page 6 ..... Laundry Rooms
Page 7 ..... Clubhouse
Pages 8-11 ..... Fines & Enforcement
Page 11 ..... Recreation Rooms
Page 12 ..... Drain Pipes & Plumbing; Modifications to Common Areas
Page 13 ..... Fire Rules
Page 14 ..... Garages
Page 15 ..... Maintenance Fees; Noise
Page 16 ..... Parking; Signs & Window Treatments
Page 17 ..... Security
Page 18 ..... Storage; Pets
Page 19 ..... Swimming Pool
Page 20 ..... Recycling; Collection Schedule
Page 21 ..... Trash & Garbage; Landlord/Tenant Responsibilities
Page 22 ..... Landlord/Tenant Responsibilities (continued)
Page 23 ..... Lockbox Padlocks; Mailboxes
Page 24 ..... Miscellaneous
Page 25 ..... Clubhouse Reservations; Important Numbers
Page 26 ..... Index

INTRODUCTION

The community lifestyle associated with condominium ownership is unique, and in such a community it is imperative that a harmonious atmosphere is achieved and preserved. It is most important that the rights of others are recognized and protected at all times, acting in the best interest of the Association as a whole.

The following rules and regulations were formulated for the general welfare of the owners, residents, and their guests. They are reasonable, easy to comply with, and simply stated so as to avoid misunderstanding. Your Board of Directors has adopted and compiled these rules and regulations TO COMPLY WITH APPLICABLE WISCONSIN STATUES AND ROYAL GARDENS GOVERNING CONDOMINIUM DOCUMENTS. These rules are **your** rules and you all share the responsibility of enforcing them. Review them carefully and thoroughly. Ignorance of the rules and regulations will not be a defense or basis for non-compliance.

Inasmuch as no set of rules can address every conceivable situation, it is expected that these rules will be revised from time to time. If you feel any rule or portion thereof is unreasonable, or if you have any suggestions towards making them more comprehensive or easily understood, please submit your written comments to the Royal Gardens Management Agent of Board of Directors. Your constructive comments are welcome.

ROYAL GARDENS Board of Directors – 2005

Please direct all correspondence and inquiries to the Royal Gardens Board of Directors or Management Company at the following addresses:

Royal Gardens Owners Association, Inc.
c/o Hunt Management, Inc.
10520 N Baehr Road Suite Q
Mequon WI 53092

Hunt Management, Inc.
10520 N Baehr Road Suite Q
Mequon WI 53092

Air Conditioners

Window air-conditioners must be removed from all windows between **October 15** and **April 15** of each year.

The outside permanent air-conditioner covers must be installed no later than **October 15** and remain in place until **April 15** of each CALENDAR year. This procedure is considered an energy saving measure. Failure to install your air conditioner cover will result a fine of no less than $25.00 per week for the period of the violation. Repeat violations by the same Unit Owner will result in a fine of no less than $50.00 for the second offense

If you are physically unable to install these covers, please contact the Management Agent for further instructions. Any charges for services provided by the Management Company, for installation of air-conditioners covers are the Unit Owner's obligation and not an Association expense.

No unit may install more than one additional window air conditioner in addition to the window air conditioner installed in the outlet designed for the normal installation of the air conditioning unit. Installation must be installed in a manner that reflects professional installation with an appearance complementary to the building exterior. Any air conditioner not installed in this manner must be removed or reinstalled at the Unit Owner's expense.

CAUTION: Failure to remove air-conditioner covers prior to use in the spring and summer seasons may result in damage to your air-conditioning unit. Try to store these covers carefully, as you are responsible for their reinstallation in the fall as well as the replacement of damaged or lost covers. Replacements are available for purchase through the Management Agent.

Barbecue Grills

Please respect your neighbor while grilling. Entry doors to the building must remain completely closed when grilling. No grilling shall be done on any concrete or asphalt area, which includes the entire mall area and inside the swimming pool area.

All residents must grill in the area of their own front window a reasonable distance from the building unless the front window faces one of the concrete or asphalt areas. In that case, the next grassy area away from the building may be used. Absolutely no grilling is permitted on the second floor porches.

All grills must be stored to the side of the buildings behind bushes after every use. Storage of grills on the second floor porches is strictly prohibited. Absolutely no dumping of coals on Royal Gardens grounds is permitted. Gas grills must be stored only with empty gas cylinders.

A violation of these rules will result in a fine of not less than$25.00 per occurrence.

Bicycles, Etc.

Bicycles are not to be transported in any fashion through carpeted hallways or stairways. Bicycles may enter or exit through **garage doors only** and may only be stored in storage lockers, or in the bike rack located in the 5700 dumpster area. Bicycles, roller-skates, skateboards, rollerblades, and the like may not be ridden in the underground garage, on the mall area, or on Royal Gardens sidewalks, or grassy areas.

A violation of this rule will result in a fine of not less than$25.00 per occurrence.

Laundry Rooms

Please keep these rooms clean. Dying of clothes or other items in washers or laundry tubs is prohibited. Because greasy work clothes leave a residue in the washers, thoroughly clean washers afterwards if used for this purpose.

Please remove lint from the lint trap in dryers before and after each use. The folding tables are for clean clothes only. Please keep dirty clothes in baskets and keep the baskets on the floor.

For the convenience of all residents, there are no time restrictions on the use of the laundry rooms. However, if you are using the facilities late at night or early in the morning, please be considerate of those above and close doors quietly. Also, please remove your clothes immediately after the cycle ends.

Children are not to use the laundry room(s) as play area(s).

Space for hanging laundry is limited. Therefore any laundry left hanging in the laundry rooms for more than two days will be discarded. Do not leave laundry detergents, softeners, baskets, etc., in the laundry rooms. In consideration of the residents living above the laundry rooms, drying shoes in the dryers is prohibited. **Quiet hours are from 10 p.m. until 10 a.m.**

Clubhouse

Those who wish to use the clubhouse for a party or meeting should contact the Management Company (or its Designee) to reserve the date. Reservations are made on a first-come-first-serve basis and must be made in writing by the Unit Owner only. The Unit will be charged directly for any damage during the reserved time. A $10.00 fee will be charged for use of the clubhouse.

A damage deposit of **$250.00** is required from the Unit Owner prior to the use of the clubhouse. Arrangements for picking up the key, signing the reservation and waiver of liability form and payment of the damage deposit must be made with the Management Company (or it's Designee).

All functions shall be limited to a maximum of 35 people. The swimming pool is "off limits" to party guests. At the end of the function, all doors to the clubhouse must be locked by the Unit Owner. All functions must end by 1:00 a.m.

To avoid damage to tabletops, all glasses, bottles, etc. should be removed immediately after the function is over. The individual(s) using the clubhouse must remove all personal belongings, equipment, and refuse resulting from their use and have the clubhouse cleaned by 10:00 a.m. the following day. Please **recycle** according to the recycling guidelines posted in the clubhouse.

Guest parking must be limited to available designated parking spots in the lot adjacent to the clubhouse. If no spaces are available in the lot, guests may park on Wahner Avenue.

The clubhouse key must be returned to Management Agent (or its Designee) by 10:00 a.m. the following day, at which time the clubhouse shall be subject to inspection prior to the refund of any damage deposit monies.

No Unit Owner will be allowed to reserve the clubhouse more than one year in advance. In addition, the clubhouse may not be reserved on any holiday for two consecutive years by the same unit. Exception: If the clubhouse has not been reserved sixty (60) days prior to the holiday in question, the same person may again reserve the room. The holidays affected by this rule are Halloween, Thanksgiving, Christmas Eve, Christmas Day, Easter, New Year's Eve, and New Year's Day. No pets are allowed at or in the clubhouse.

Fines and Enforcement

Any violation of the rules and regulations by Owners, tenants, and/or guests will result in the imposition of forfeitures, fines, and/or penalties to the Owner of the unit. Any fines not paid when due shall accrue interest at the compound rate of 12 percent per annum.

Any monies paid will **first** be applied to collection costs, including attorney fees, then fines, then late fees, and then interest and the remaining amount to maintenance fees and special assessments. Fines, penalties, and maintenance fees ninety (90) days in arrears will result in collection through court action and/or filing of lien(s) against the Owner's unit for the arrearage. All costs of collection, including actual attorney fees, shall be paid by the responsible tenant or Unit Owner.

Enforcement and Violation Penalties

A. Violation(s) may be reported by any Unit Owner or resident to:

A1. Brown Deer Police Department, if it is an infraction of a village ordinance or any other law.

A2. Management Company of Royal Gardens Owners' Association, Inc.

B. Violation(s) reported to the Management Agent must be in writing and must contain the following:

B1. Name of offender and address, if known.

B2. Violation observed and brief description there of.

B3. Time and place of occurrence or, if a continuing violation, the time(s) of observance or the occurrence.

B4. Name, address, and phone number of the reporting Unit Owner or Resident.

C. Upon receipt of a complaint, the Management Agent shall attempt to resolve the matter by:

C1. Mailing notice of the violation by certified mail to the offender and obtaining voluntary payment of the appropriate fine(s) as determined from time to time by the Board of Directors and/or

C2. Mailing notice of the violation by certified mail to the offender and obtaining voluntary correction of the violation, and/or

C3. Mailing notice of the violation by certified mail to the offender and reaching any other solution agreed to by the complainant and the offender.

D. If the Management Agent is unable to resolve the matter, the matter shall be submitted to the Grievance Committee.

E. Grievance Committee Rules and Procedures

E1. The Grievance Committee shall consist of a member of the Board of Directors, who will act as the Chairperson, and six (6) members at large of the Association, who are

chosen by the board. The members at large shall not be officers or members of the Board of Directors of the Association.

E2. Each member at large shall serve for one (1) year.

E3. For any grievance hearing, the Chairperson and three (3) of the six (6) members at large shall serve. A majority vote of the Committee will determine the action and decisions of the Committee. The Chairperson shall not cast a vote except to break a tie.

E4. Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.

E5. Upon receipt by the Grievance Committee of a grievance, the Chairperson shall proceed as follows:

a. A letter shall be sent by certified mail, return receipt requested, informing all Parties:
(i) Of the time, place and date of a hearing before the Grievance Committee.
(ii) Of the right to counsel.
(iii) That evidence shall be received and a record made whether or not the party complained against attends.
(iv) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.
(v) That any such fine imposed may be secured by filing a lien against the subject unit, as prescribed by law.

b. The hearing shall be divided into two (2) sections:
(i) The hearing.
(ii) The determination and decision.

The Hearing Section shall be open to only the Committee, Board of Directors, the parties involved, their attorneys and witnesses.

The Determination and Decision Section of the meeting shall be open only to the COMMITTEE. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.

c. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Committee Chairperson, the Grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

d. If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.

e. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

E6. The decision of the Grievance Committee is final.

F. Penalties

Each violation of the Rules and Regulations, By-laws or the Condominium Declaration shall be punishable by all means set forth in the By-laws, Condominium Declaration or any law and/or one or more of the following:

F1. A written reprimand.
F2. A fine not to exceed $150, plus administrative costs of $20, plus $15 per day that the violating conduct persists, plus actual attorney fees.
F3. By the Association removing or correcting the violation, the cost of which, including actual attorney fees, shall be paid by the Unit Owner.
F4. Loss of use of the Association recreational facilities. In the event the fines and costs, or the costs incurred by removal or correction, shall not be paid within 30 days, the payment may be secured by filing a lien against the Unit of the offender, as prescribed by law.

G. Interest Affected

All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the event a Unit Owner or tenant's action or inaction, including failure to properly maintain a portion of their unit, causes damage to common element or another Owner's unit or property, the responsible Unit Owner and/or tenant shall be liable for all damages and indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including actual attorney fees, incurred by the Association to correct the damage or remedy the failure. If the alleged offender is a tenant, the association shall comply with section 703.24(3) so as to hold the Unit Owner liable for the damages, costs and expenses. The Unit Owner shall be entitled to attend the hearing, and present evidence as prescribed above.

H. Remedies Non-Exclusive

The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the law of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

703.24. Remedies for the violation by unit owner or tenant of a unit owner.

(1) Definition. In this section, "violation" means failure to comply with this chapter or the declaration, bylaws, or association rules.

(2) Liability for unit owner violation. A unit owner who commits a violation is liable for any charges, fines, or assessments imposed by the association pursuant to the bylaws or association rules as a result of the violation and may be subject to a temporary or permanent injunction.

(3) Liability for violation by tenant.

(a) If a tenant of a unit commits a violation that results in a charge, fine, or assessment imposed by the association pursuant to the bylaws or association rules, the tenant is liable for the charge, fine, or assessment.
(b) If the association complies with the notice requirement of sub. (4), the owner of the unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessments imposed by the association for which the tenant is liable under par. (a) that are not paid by the tenant within 30 days after receiving the notice under sub. (4). This paragraph does not affect the liability of the tenant to the unit owner.

(4) Notice requirement for violation by tenant. If an association imposes a charge, fine, or assessment as a result of a violation by a tenant of a unit in the condominium, the association shall give notice to the tenant by any method under s. 704.21(2)(a) to (e) and to the owner of the unit occupied by the tenant by any method under s. 704.21*(2)(a) to (d). The notice shall include all of the following:
(a) The amount of charges, fines, or assessments for which a tenant is liable.
(b) Notice that if the tenant fails to pay the association the amount for which the tenant is liable within 30days after the tenant receives the notice, the owner is liable to the association for the amount unpaid by the tenant although the tenant may b liable to the unit owner for any amounts the unit owner pays.

(5) Other liability not affected. This section does not otherwise affect the liability of a unit owner or tenant who commits a violation.

(See also **Bylaws Article VI, 6.2 and Declaration of Condominium 9.1, 9.2, and 9.3**)

Recreation Rooms

The recreation rooms are for the enjoyment of all Royal Gardens residents and common courtesy must prevail. The use of the recreation rooms is limited to adults only. Any children under 18 years of age may use these rooms **only** when accompanied by an adult. **Quiet hours are from 10:00 p.m. until 10:00 a.m.** Please be considerate of your neighbors living above these recreation rooms. Please be advised that when using the equipment in any of the recreation rooms, you do so at your own risk and you will be liable for damages.

No smoking at any time will be permitted in the recreation room. The resident using the recreation room will be responsible for leaving it neat and clean and will be liable for any damages to the room and/or the equipment.

Drain Pipes and Plumbing

Do not put grease, oil, or any other harmful substances into kitchen or other (garage, laundry, etc.) drains. Pour grease in a can or container and allow hardening before throwing in dumpster.

Plunge toilets and drains if there are indications that they are beginning to run slowly...**before** major problems develop.

Please note that when plumbing problems do occur it is the **Unit Owner's responsibility** to maintain and repair all fixtures, lines, pipes within their unit at such Unit Owner's expense. If you are experiencing plumbing problems and you call the Management Company, the Management Company will invoice you directly if the problem is within your unit. The Association shall be responsible for the maintenance and repairs of all common areas.

If there is a health or safety issue, as determined by the Management Company's sole discretion, the Management Company shall have the authority to enter any unit with any contractor and begin repairs immediately. The charges will be billed directly to the Unit Owner of the unit identified as the source of the problem.

(See also **Declaration of Condominium 3.3, 3.5, and 9.1.**)

Modifications to Common Areas

No antennas or other items may be affixed to any common areas unless written permission is obtained from the Board of Directors. No alterations, modifications, or construction in or about the common elements is permitted without the Board's prior written consent. Violation of this rule will result in a fine of not less than $100.00, **plus** the cost of repairs.

(See also **Declaration of Condominium 5.1**)

Fire Rules

Always be aware of fire danger. Do not overload electrical circuits. Be careful with candles and while using stoves and ovens. It is advisable to have a small fire extinguisher in each unit. It is **required** by state law to have **working** smoke alarms in each unit and further recommended that each unit have **two** smoke alarms placed at opposite ends of your units. It is the Unit Owner's responsibility to make sure that the **batteries are replaced annually**.

By order of the Brown Deer Fire Department, all inside doors—laundry room doors, lobby doors, garage doors—all levels—should be closed at all times. When the central fire alarm sounds, residents and others in the building should use the nearest exit. Before using any exits into corridors with closed doors, feel the door to determine any possible heat source before opening.

In the event of fire and/or smoke, **call** the Brown Deer Fire Department at **911** and **break the glass** on the central fire alarm located in each hallway. It is important that each resident become familiar with the location and operation of the fire alarms.

Due to the potential fire hazard, live Christmas trees will **not** be allowed at Royal Gardens. In consideration of all residents' safety, noncompliance with this policy will result in a fine of not less than **$100.00.**

Additional wiring and extension cords in the storage locker rooms are not permitted by order of the Brown Deer Fire Department and violation of this rule will result in fine(s) to be determined by the Board of Directors. By order of the fire inspector, no one is allowed to store any combustible materials (gas, kerosene, charcoal lighter, etc.) in units or in the locker rooms.

Please note that **NO SMOKING** is permitted in the common hallways, laundry rooms, garages, recreation rooms, and other common areas.

(See also **Declaration of Condominium 6.2**)

Garages

The car washes are for the convenience of residents only. Do not open them to the public. These areas are for washing cars, not parking. Any cars found parked in unauthorized spaces (car wash, in front of sump pumps, etc.) will be ticketed and/or towed. Owners of parking spaces also have the right to have unauthorized cars ticketed and/or towed from their spaces.

To increase the buildings' security, the garage doors have been set to close within a few seconds after a car has cleared the entrance. Please watch to make sure there are no intruders following your car into the garage, and please don't try to follow another car into the garage. Adhere to the **5 MPH** speed limit and **turn on your lights** for added safety when entering and exiting the garage. To avoid damage to the garage door and your vehicle, all residents **must** have a separate garage door opener for each vehicle parked in the garage.

Children are **not allowed** to use the garage as a play area. No bicycling, roller skating, skateboarding, rollerblading, or the like is permitted. In order to avoid damage to the garage floors and the consequent tracking of oil into the complex, automobiles with oil leaks will be subject to fines. Use the "oil-dry" in the metal containers located near the dumpsters. Do not put grease, oil, or any other harmful substances into the garage drains, as cleaning plugged drains is a great expense to all.

Unit Owner's (sometimes referred to herein as Owner's) parking stalls may NOT be used for major automobile or other vehicle repairs. This includes engine overhauls, transmission repairs, brake and exhaust system repairs, and the like. Minor vehicle repairs, such as battery replacement, tire repairs, and the like, may be performed in Owner's stall ONLY while the Owner is present. Tools and parts shall not encumber adjacent stalls, and no flammable liquids shall be used for cleaning parts. While being serviced, the vehicle may not be left unattended unless restored to its usual appearance before the owner departs and in no case shall work proceed past 10:00 p.m. on any night. All waste must be removed from the premises and discarded appropriately. When uncertain about whether or not a particular repair is permitted, contact the Management Company for a determination from the Board of Directors. Violation of this rule will result in a **fine of not less than $150.00.**

Owners may use a tire for a bumper protector in parking stalls. No personal property may be stored in the stall. Parking stalls are to be used for one motorized vehicle only. Please park carefully—within these lines. Your parking neighbors will appreciate you.

(See also **Declaration of Condominium 5.1 and 6.2**)

Maintenance Fees

Monthly maintenance fees are to be made payable to **Royal Gardens Owner's Association, Inc.** All maintenance fees are due on the first day of each month, with a grace period until the fifteenth day of the month. **A fine will be assessed in the amount of $10.00** per unpaid monthly fee, or portion thereof, not **received within the grace period**. Maintenance fee amounts, address for payment and payment options such as automatic withdrawals from checking accounts will be determined annually by the Board of Directors and the Management Company.

(See also **Declaration of Condominium 9.1, 9.2, 9.3 and Bylaws Article VI, 6.3, 6.4, 6.5)**
(See Royal Gardens Collections Policy Revised 2005)

Noise

All residents have a right to quiet and privacy without disturbance by loud noise, obnoxious behavior, or harassment from neighboring units or common areas. Loud TV, radio, and stereo playing are forbidden. Such noises should be kept low enough so as not to be heard in adjoining units—above, below, or on the same floors. Volumes should be kept low at all times, and it is recommended that whenever possible all such audio equipment be placed along the interior, nonadjacent walls of your unit.

Door-slamming, hard-heels on hard floors, yelling, and other unnecessarily loud noises should be kept to a minimum.

Quiet hours in the recreation rooms and laundry rooms are in effect from 10:00 p.m. until 10:00 a.m. Please be considerate of your neighbors. Avoid undue slamming of washer and dryer doors and loud noises while playing recreational games.

(See also **Declaration of Condominium 11.6)**

Parking

Please do not block the sidewalks with parked cars. By order of the Brown Deer Police Department, street parking for longer than one hour is not permitted between the hours of 2:00 a.m. and 6:00 a.m. Violators will be ticketed by the Police Department. Call Brown Deer Police for information regarding street parking.

NO OVERNIGHT PARKING in the circle drive is permitted between October 15th and April 15th of each year. Fines will be assessed to violators. (Please use every effort to comply to allow our snow removal service to operate effectively.) Parking areas adjacent to 5901 West Brown Deer Road and in the circle drive are reserved for temporary use by guests of any Unit Owner or lessee of the unit on a first-come-first-serve basis during such times as those guests may be visiting a resident's unit.

Temporary **guest** parking is not to exceed 24 hours. Such parking areas may not be used by a Unit Owner, lessee of a unit or any family member or other person residing in a unit other than for temporary parking incident to moving furniture, equipment, or personal property to or from a unit. **Temporary resident parking is not to exceed one hour.** However, these parking areas may be used by contractors or employees of the Association while performing a service on the premises. **A fine of not less than$100.00 per violation** will be assessed by the Board of Directors for violation of this rule.

To obtain permission for extended (longer than 24 hours) GUEST parking in the parking areas adjacent to 5901 West Brown Deer Road and in the circle drive, please contact the Management Company to apply for a parking permit to be displayed in the window of the guest vehicle. **No extended guest parking permit is to exceed seven days.**

(See also **Declaration of Condominiums 5.4**)

Signs and Window Treatments

No signs, banners, flags, etc., shall be displayed without the prior **written consent** of the Board of Directors. Drapes, blinds, or other window treatments, when viewed from the outside, shall be white or off-white.

(See also **Declaration of Condominiums 11.4**)

Security

While your Royal Gardens Board of Directors and Management Company will continue to do what is financially and practically feasible to maintain building "security", it is realistically up to individual residents to ensure that existing "security" systems are not carelessly breached. Maintaining a "secure" building depends upon the efforts of ALL residents. Therefore, please do your part and abide by the following common sense guidelines:

- When entering or exiting the building, never permit anyone other than your guest or invitee into the building. If such an individual claims to be a resident, then he/she can use his/her own key.

- Never "buzz in" anyone other than your guest or invitee and then only after you have verified his/her identity via the intercom.

- Never "buzz in" delivery people. Accept all deliveries at the lobby.

- Never "buzz in" service vendors, contractors, utility technicians, etc. Meet them at the lobby, verify identity and purpose, and escort them to and from your unit.

- No solicitations are allowed in the Royal Gardens complex. If you are bothered by a solicitor, ask them to please leave the premises or contact the Management Company.

- Never, ever "prop" a building entrance door open and make sure all entrance doors close and lock behind you.

- After you enter or exit the garage, stop your vehicle approximately twenty feet beyond the garage door to ensure that the door closes behind you. An open, unattended garage door invites unauthorized entry into the building.

- In general, pretend that the building entrance and garage doors enter directly into your unit and conduct yourselves accordingly.

- Entrance keys should be given only to residents of Royal Gardens. Building security is enhanced if there are no "spare keys" traveling around.

- Keep your storage locker and the locker area doors securely locked. Never permit papers, packages, and the like to accumulate at your unit door.

- Get to know your neighbors and consider the implementation of a floor block watch program.

- Always use your unit door deadbolt and keep windows closed and locked. Feel free to question strangers and promptly report suspicious-looking individuals or activities and breaches in security to the Brown Deer Police Department and/or the Management Company.

Storage

The storage of all gasoline-operated equipment, gas, gasoline, unsealed gas cylinders, and all other flammable materials shall be prohibited within all common and limited common areas (garage spaces and storage lockers) and in all units throughout the condominium complex. Gas grills must be stored only with empty gas cylinders.

No shoes, boots, doormats, or the like are permitted outside unit doors, as they hinder efficient cleaning of our hallways. No personal property shall be stored in the storage locker area aisles, nor are extension cords permitted from individual lockers to common outlets. These are fire hazards!

Only tire bumpers are permitted in the underground parking stalls. NO other personal property is permitted. This includes barbecue grills, lawn chairs, car maintenance supplies, and the like. ALL SUCH PROPERTY FOUND IN THE AFOREMENTIONED AREAS WILL BE REMOVED AND DISCARDED!

(See also **Declaration of Condominium 6.2**)

Pets

No animals, livestock, poultry, reptiles, or exotic animals of any kind shall be raised, bred, or kept in any unit or in the common elements. This includes hamsters, guinea pigs, cats and dogs. Fish kept in an aquarium and caged birds no larger than a cockatiel are permitted.

No "visiting" pets are allowed on the grounds or in any unit at any time. As always, the owner is liable for the actions of guests, tenants, and guests of tenants. Failure to comply with the above rules shall subject the Owner or lessee or both to **a fine of not less than $150.00** per incident.

(See also **Declaration of Condominium 11.5**)

Swimming Pool

A person using the pool or pool area does so at his/her own risk and sole responsibility. The Management Company and the Royal Gardens Board of Directors assume no responsibility for any accident or injury in connection with such use. Pool hours are **9:00 a.m. to 9:00 p.m. daily,** weather permitting, from Memorial Day through Labor Day. The pool will be scheduled to close following the Labor Day Holiday.

A maximum total of six (6) persons per unit—including resident(s) and guest(s) are permitted use of the pool area at any given time on weekdays, weekends, and/or holidays. A "guest" is anyone who is not a resident of Royal Gardens. Guest(s) must be accompanied at all times by at least one adult resident who can produce verification of residency upon request of the Management Agent or a board member. The resident will be held responsible for the actions of his/her guest(s) and will enforce compliance with these rules by each member of his/her family and by his/her guest(s). Children under 16 years of age, even if residents of Royal Gardens, **must be accompanied** by an adult resident. Infants not toilet-trained are not allowed in the pool.

No glass items, excluding eyeglasses, are allowed in the pool area. The cost of replacement or repair of any damaged property will be charged to the responsible tenant or Unit Owner. Management will not be responsible for loss or damage to any personal property brought to the pool or pool area. ALL PERSONS are responsible for clearing all litter caused by their use of the pool area.

The pool may be closed at any time due to either breakdown or other operational difficulties or at the discretion of the Management Agent and the Board of Directors. The swimming pool gates must be locked at all times when the pool is not open, as specified by the Wisconsin Health Department. At no time will the gate be obstructed so as to prevent it from closing, and access to the pool area shall be through the gate only.

Running, jumping, pushing, wrestling, ball-playing, or causing undue disturbance in or about the pool area will not be permitted. Spouting of water and similar unhygienic actions will not be permitted in the pool. **NO DIVING!!**

No life preservers, inner tubes, or play equipment may be used in the pool. No wheeled vehicles are allowed in the pool area. The buoy rope is **not** a toy; please re-attach rope after swimming laps.

Persons having any infections or sores or inflamed eyes, colds, nasal or ear discharge, or any communicable disease shall not use the pool. Persons with open sores or bandages of any kind shall not use the pool.

The swimming pool cannot be reserved for private or special functions, and any special or reserved-status parties at the clubhouse do not include access to the pool. Frayed cut-offs, long pants, etc., are not acceptable swimming attire. No abusive or profane language or breach of the peace will be tolerated.

Violation of the swimming pool rules will result in fine(s) and/or revocation of pool privileges.

Recycling

In the basements of our five buildings are carts and containers for waste materials to be sorted and grouped as follows:

GLASS BOTTLES, METAL CANS & PLASTIC BOTTLES ONLY

Glass Containers: Clear, green, and brown bottles and jars ONLY. No ceramics, drinking glasses, plates, or Pyrex. **Please rinse containers! Remove all lids!**

Necked Plastic Bottles: #1 and #2 plastic containers ONLY, including:
Milk jugs and liter soda bottles, detergent bottles and bleach bottles, windshield washer and fluid bottles, clear liquor bottles.
Please rinse containers! Remove all lids!

Aluminum: Cans ONLY. NO foil, pie plates, or pop tabs.
Please rinse containers! Remove all lids!

Tin Cans: Metal food cans ONLY. **Please rinse containers!**
Remove labels and ends of cans. Place ends inside and flatten.
Do NOT put recyclables in plastic bags.

CARDBOARD, NEWSPAPER, OFFICE PAPER ONLY

Corrugated Cardboard: ONLY clean brown paper bags,
Cardboard with ribbed layers ONLY.
Flatten cardboard and keep dry.
Cut cardboard into 2 ft x 2 ft squares to fit in carts!
NO pizza boxes. NO cereal boxes. NO shoeboxes.
NO cigarette cartons. NO cake mix boxes. NO gift boxes.
NO beverage cases or wax-coated cartons.

Newspapers and Magazines: Keep dry. Please do NOT deposit into this cart any plastic bags you use to carry papers to bins.

Office Paper: Clean paper only, including envelopes. Please keep dry.

CURRENT COLLECTION SCHEDULE
(SUBJECT TO CHANGE)

Every Tuesday and Friday:	Every Thursday:
Trash and Garbage Dumpsters	All Recycling Bins

Trash and Garbage

Please deposit ALL waste material not belonging in either the commingle carts or paper and cardboard carts in **fastened** plastic bags (to eliminate falling garbage and offensive odors) in the trash bins/dumpsters.

Old carpeting may be discarded by cutting into 4-foot strips and placing rolled strips in the large trash bins/dumpsters.

Appliances and furniture are not to be disposed of in the basement area or placed at the curb. It is the Unit Owner's responsibility to make arrangements for such disposal. Residents may call the Management Company for potential sources of removal. However, it is the Unit Owner's responsibility for any charges incurred for such removal.

Under no circumstances is any Unit Owner to place unwanted furniture in any common area of the association including recreation rooms. Such items will be removed from the common area and disposed of without notice to the Unit Owner. Charges for removal will be billed to the owner responsible for such placement.

Landlord/Tenant Responsibilities

The Owner of a unit is the liaison between the Management Company and the Board of Directors. If there are tenants who have questions or problems regarding the day-to-day operation of the complex, they should direct their comments and suggestions to the Unit Owner, who will in turn contact the Management Company or attend a board meeting to voice these concerns.

If the owner of a unit resides out of either the State of Wisconsin, or the local area, and the Unit Owner is not accessible to the association, by local telephone, to address routine maintenance or emergency issues associated with the Unit Owner's unit or tenant, the owner must register a local agent with the Management Company that may act on behalf of the Unit Owner. Failure to register such agent will authorize the Management Company to act on behalf of the Unit Owner, without notice. Any reasonable charges associated with such action, such as the

Management Company regular administrative or maintenance fees or the cost of obtaining a court order, including actual attorney fees, will be charged to the Unit Owner. Failure to pay such charges or costs within 30 days of receiving notice will result in a fine of not less than $25.00 and the filing of a lien against the Unit Owner's property.

In accordance with the Royal Gardens governing documents, landlords must obtain no less than a one-year lease from all tenants. Following a full year of occupancy by any one tenant the rental arrangement for the same tenant may be on a month to month basis. A copy of every such lease, as and when executed, shall be furnished to Management **prior to occupancy**. Unit Owners are required to register **prior to occupancy** all new tenants (including their motor vehicles and emergency contacts) with the Management Company. Registration forms can be obtained from the Management Company. Failure to provide the required information to Management shall result in a fine of not less than $25.00 per week for each unit.

Landlords must provide all tenants with the Royal Gardens Rules and Regulations Book, including all revisions since its printing. Extra copies of the rulebook can be obtained from the Management Company. There will be a charge for these documents. The charge will include the cost of production plus an administrative charge of $10.00.

Rental Restrictions: The Association prohibits any individual who has been convicted of a felony and is required to register with any governmental agency from residing in the community either as a renter or owner. The Association undertakes no liability whatsoever as a result of failing to enforce this rule.

Violation of this restriction will result in fines to the Unit Owner of not less than $25.00 per week for every week a unit is occupied or rented.

Landlords are encouraged to supervise all their tenant's moves (in and out). No moving trucks or other vehicles are permitted on sidewalks or grassy areas. Unit Owners and/or tenants are responsible for any and all damages to hallways, landscaping, and other common areas.

(See also **Declaration of Condominium 3.4, 5.1, and 7.1**)

Lockbox Padlocks

Lockbox padlocks are NOT permitted on any of the entrance doors, outdoor railings, inside open mailboxes, or the like. All such padlocks will be removed (hack sawed, if necessary) by Management Company. Owners desiring to sell and/or rent their units must make arrangements with realtors and sales/rental agents to show their units. A realtor's key box is located in the lobby of building 5675. This box may be used by any realtor selling or listing a unit in any building at Royal Gardens. The Association assumes no liability for the security of any keys left within this box.

In the case of fire or other damage resulting in the need to seal a unit by Fire, Police, or Management Company Personnel to assure the safety or health of residents living in the condominium the use of such locks will be permitted. The locking of such units will be under the supervision of the Management Company.

Mailboxes

Postal Service regulations require that mailboxes be closed and locked at all times. Non-compliance will result in discontinuation of mail service and/or fine(s). If repairs to hinges and locks are needed, contact the Management Agent for recommendations. Should it become necessary for the Association to make such repairs, the Unit Owner will be charged for all expenses.

(See also **Declaration of Condominium 3.5 and 5.1**)

Miscellaneous

The Mansion: The mansion (driveway, fence, lawn, etc.) is private property! When crossing the grounds en route to the swimming pool and/or clubhouse, please do not "short cut" across the mansion lawn, but walk around on Royal Gardens property. Your neighbors will appreciate your cooperation.

Board Meetings: All Board of Directors meetings are scheduled by the Board of Directors currently serving the association. The time, location and date of these meetings will be posted on each community bulletin board at least ten days before a regular scheduled board meeting is held. Special meetings that may require immediate action by the board may result in shorter or no prior posting.

Condominium Documents: Each owner should receive a copy of the Association's governing documents (Declaration of Condominium, Bylaws, and Articles of Incorporation) from the previous owner, usually at the time of closing. The charge for the cost of printing these documents is $25, which can be obtained from the Management Company.

Emergency Situations: An emergency exists when a situation endangers life, limb, property, or other owners' property. The number to call is 911. In case of emergency repairs to your unit you may call the Management Company. This number is posted on all community boards. The charge for repairs within a unit is the responsibility of the Unit Owner and not the Association. If the problem is a result of problems in the common area the charges are an association expense.

Clubhouse Reservations

Kathy Kelser 414-354-4750
(On Site Representative)

Important Numbers to Keep Handy:

Brown Deer Police Department.....414-371-2900

Fire Department (Rescue Squad).....414-357-0865

Emergency.....911

Management Company.....262-238-1480

Index

Topic	Page Number
Air Conditioners	4
Barbecue Grills	5
Bicycles, Etc	5
Board Meetings	24
Clubhouse	7
Collection Schedule	20
Condominium Documents	24
Drain Pipes	12
Emergency Service	24
Fines and Enforcement	8
Fire Rules	13
Garages	14
Important Numbers	25
Landlord/Tenant Responsibilities	21
Laundry Rooms	6
Leases	21
Lockbox Padlocks	23
Mailboxes	23
Maintenance Fees	15
Mansion Property	24
Miscellaneous	24
Modifications to Common Areas	12
Moving Trucks	22
Noise	15
Parking	16
Pets	18
Plumbing	12
Recreation Rooms	11
Recycling	20
Registration	22
Rule Books	22
Security	17
Signs	16
Storage	18
Swimming Pool	19
Trash and Garbage	21
Window Treatments	16

HUNT
MANAGEMENT
INCORPORATED
SINCE 1982

A Community Presence

June 16, 2020

TO: All ROYAL GARDENS HOME OWNERS

RE: *REVISED GARAGE RULES & REGULATIONS*

Enclosed for your review and file are the *REVISED GARAGE RULES & REGULATIONS* as adopted by your Board of Directors.

The revised Rules are effective immediately. Please review them and fully comply with all provisions. After doing so, it should be attached to your individual copy of the Association Governing Documents.

If you have any questions, please feel free to contact me.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Royal Gardens Owner's Association Inc.
Terry R. Handel, CMCA, AMS, PCAM
Senior Property Manager
thandel@huntmanagement.com

Enclosure

GARAGE

The car washes are for residents use ONLY. These areas are for washing cars/motorcycles, NOT parking. ANY car found in unauthorized spaces (car wash, in front of sump pumps, etc.) will be ticketed and/or towed. Owners of parking spaces also have the right to have unauthorized cars/motorcycles ticketed and/or towed from their spaces.

For security, the garage door closings are timed. Be aware that you are the one signaling the opening of the door and not someone else.
DO NOT follow someone else into the garage! This will avoid damage to the doors and to your vehicle.

Children are NOT ALLOWED to use the garage as a play area. NO bicycling, roller skating, skateboarding, rollerblading, or similar activities are permitted.

ANY vehicle with leaks, will be subject to fines. For oil leaks use the "OIL-DRY" in the metal containers located near the dumpsters.
DO NOT dispose of grease, oil, or any harmful/flammable substances into the garage drains.

Unit parking stalls may NOT be used for major vehicle repairs. (Includes but not limited to: engine repairs, overhauls, transmission repairs, brakes, tire replacement or anything similar). Acceptable maintenance includes changing battery or tire repair may be performed with owner present. Tool and parts shall NOT encumber adjacent stalls. ABSOLUTELY NO FLAMMABLE LIQUIDS USED FOR CLEANING PARTS. No vehicle shall be left unattended in a NON-WORKING order. No work on vehicles shall proceed past 10:00 PM. *ALL WASTE MUST BE REMOVED FROM THE PREMISES AND DISCARDED APPROPRIATELY.* Uncertain as to what is appropriate, please contact Management or one of the board members. Violation of this rule will result in a *fine*.

Residents may use a tire for a bumper protector in parking stalls. No personal property may be stored in the stall. Parking stalls are to be used for ONE parallel car, truck or motorcycle. If you have a vehicle and a motorcycle, the motorcycle may park horizontal up against the wall in front of your vehicle, as long as, it DOES NOT interfere with any of your neighboring parking stalls. This includes getting in and out of vehicles and loading and unloading. Your vehicle MUST NOT stick out of your parking stall and interfere with another resident parking and/or maneuvering their vehicle. Violation of this rule will result in a *fine*.

OR

Residents who choose to store NO MORE THAN two Bicycles in their parking stall, as long as, they DO NOT interfere with any of your neighboring parking stalls. Your vehicle MUST NOT stick out of your parking stall and interfere with another resident parking and/or maneuvering their vehicle. They are to be place up against the wall in front of the vehicle. They are NOT to be locked to any kind of pipes and/or walls. Residents storing/parking bicycles in parking stalls in the garage do this at the own risk. NO OTHER PERSONAL PROPERTY. Violation of this rule will result in a *fine*.

Royal Gardens Owners Association, Inc., bares NO liability over damage/stolen/vandalized property of owners or/and residents stored in garages.

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

June 3, 2008

To: All Royal Gardens Owners

Re: REVISED ASSOCIATION COLLECTION POLICY
EFFECTIVE JUNE 1, 2008

Attached for your review and file is the revised collection policy for Royal Gardens.

Please review it carefully and be sure to file it with your copy of the Association Governing Documents. This revised policy supersedes any other collection policies adopted by the Board of Directors.

Sincerely,

HUNT MANAGEMENT INCORPORATED
Management Company for
Royal Gardens Owner's Association, Inc.

Terry R. Handel, CMCA, AMS
Senior Property Manager

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone:(262)-238-1480
Fax:(262)-238-1485

MEMBER OF community ASSOCIATIONS INSTITUTE

Royal Gardens Owner's Association, Inc.

RESOLUTION FOR COLLECTION POLICY

WHEREAS the Board of Directors of the Royal Gardens Owner's Association, Inc. is charged with the responsibility of collecting assessments for common expenses from the Unit Owners pursuant to Section 9.3 of the Declaration; and

WHEREAS from time to time the Unit Owners become delinquent in their payments of these assessments and fail to respond to the demands from the Board of Directors or their Agent's to bring their account current; and

WHEREAS the Board deems it to be in the best interests of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interests of the Association to refer these accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue; and

WHEREAS the Board has retained the Association's attorneys for their experience in representing condominium and homeowners associations in collection and other matters; and

WHEREAS the Board has directed the Association's attorneys to represent the Association on the terms outlined in this resolution; NOW, THEREFORE,

BE IT RESOLVED that the Association's attorneys shall pursue all collection and other matters which the Board, acting through the Property Management Company, may from time to time refer to them, and to provide any advice and counsel which the Board may from time to time require; and

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all cost incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, credit reports, and title reports, promptly upon receipt of the monthly invoice; and

BE IT FURTHER RESOLVED that pursuant to Section 9.1 of the Declaration and Article VI Section 6.3(c) of the BYLAWS and per Page 9 of the RULES AND REGULATIONS there is hereby levied against any assessment account which is not paid in full as of the fifteenth (15^{th}) day of the month a late fee in the amount of Twenty-five Dollars ($25.00) which the Manager is authorized and directed to charge to and collect from any delinquent Unit Owners; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any Unit Owner who is more than fifteen (15) days delinquent in the payment of regular or special assessments, or other charges authorized by the Association's governing documents (hereinafter referred to as "Assessments"), a written notice (hereinafter referred to as the "First Notice") of the late fee and a request for immediate payment; and

BE IT FURTHER RESOLVED that the First Notice sent by the Manager to the delinquent owner shall also state the unless the Unit Owner disputes the validity of the debt, or any portion thereof, within thirty days after receipts of the notice, the debt will be assumed to be valid; and if the owner notifies the Manager in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the Manager will obtain verification of the debt and a copy of such verification will be mailed to the owner by the Manager; and

BE IT FURTHER RESOLVED that the Manager is directed to send to any Unit Owners who is more than thirty (30) days delinquent in the payment of Assessments written notice (herein after referred to as the "Second Notice") that, there is hereby levied against any assessment account which has become greater than 30 days delinquent an additional assessment of a collection fee in the amount of Fifty Dollars ($50.00) which the Manager is authorized and directed to charge to and collect from any delinquent homeowner; and if the account is not paid in full within fifteen (15) days of such notice, a Statement of Condominium Lien will be recorded; and

BE IT FURTHER RESOLVED that the First Notice and Second Notice sent by the Manager to the delinquent owner shall state that any request for special consideration of hardship circumstances, including all reasons why the Board should consider the request, must be submitted in writing to the Board before the Assessment becomes sixty(60) days delinquent, together with a request for a hearing, or in the alternative, a request that the determination be made by the Board based on the written request, and if not so submitted, then such request shall have been deemed waived; and

BE IT FURTHER RESOLVED that the Manager through the Association's attorney is directed to file a Statement of Condominium Lien against the delinquent unit as described in the letter to the Unit Owners and is further directed to send a certified copy thereof to the Unit Owners; and

BE IT FURTHER RESOLVED that if the account remains delinquent for ten (10) days after the mailing of the Statement of Condominium Lien, the Association's attorneys shall proceed to collect the funds due by foreclosure of the lien and/or in any other manor or method provided by the Condominium Documents, the Act, or other laws of the State of Wisconsin.

BE IT FURTHER RESOLVED that the Manager is directed to consult with the Association's attorneys and turn over for collection immediately any account where the owner files or is subject of a petition for relief in

bankruptcy or a lender or some other person or entity has commenced any action for foreclosure against a unit; and

BE IT FURTHER RESOLVED that the membership rights of any Unit Owners, whose account is thirty (30) days past due may be suspended at any time at the discretion of the Board during the period that any installment, charge or assessment remains unpaid, subject to the terms of the Governing Documents and Wisconsin Law, including the use of any recreational facilities by the Unit Owners and his/her family, tenants, guests, or other occupants of the unit.

BE IT FURTHER RESOLVED that any Unit Owners who is delinquent in any payment due the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the unit, nor shall any Unit Owners serve as a Director on the Board during such time,

BE IT FURTHER RESOLVED that the following policies shall apply to all delinquent accounts turned over to the Association's attorneys for collection:

1. All contacts with a delinquent Unit Owners shall be handled through the Association's attorneys. Neither the Manager nor any Association officer or director shall discuss the collection of the account directly with the Unit Owners after it has been turned over to the Association's attorneys unless one of the Association's attorneys is present or has consented to the contact.

2. All sums collected on a delinquent account shall be remitted to the Association in care of the Association's attorneys until the account has been brought current.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all Unit Owners at their last known addresses.

This resolution was adopted by the Board of Directors of 5/21/08 and shall be effective on 6/1/08.

BKJ Royal Gardens Owners Association, Inc.

President: Daryl McClellan Johnson

Secretary: Karla M Kazianka

ATTEST:

Executed this 21st day of May, 2008.

PROSPECT
MANAGEMENT
COMPANY

5645 N. Green Bay Ave.
Glendale, WI 53209
414.540.0004
414.540.0044

November 21, 2006

To All Royal Gardens Unit Owners:

This notice is different from and is a correction of the previous notice dated November 13, 2006 regarding the Unit Transfer Fee. If you have saved the previously sent notice in your Rules and Regulations, please replace it with the enclosed Unit Transfer Fee.

At the Board of Directors Meeting on November 8, 2006, an amendment to the Royal Gardens Owner's Association Rules and Regulations was approved by a vote of 7 for and 0 against. Enclosed is the approved rule. Please attach this to your copy of the condominium documents.

This amendment states that as of January 1. 2007, "Upon the transfer of any unit other than between a husband and a wife, the transferee (buyer) shall be liable to the Royal Gardens Owner's Association, Inc. in the sum of $500.00."

If you should have any questions or concerns regarding this matter, please give me a call at the above phone number. Thank you in advance for you cooperation in this matter.

PROSPECT MANAGEMENT COMPANY

Bob Adashek, CMCA
Property Manager
Managing Agent for Royal Gardens Owner's Condominium Association

ROYAL GARDENS OWNER'S ASSOCIATION, INC.
ADDITION TO RULES AND REGULATIONS

PLEASE ATTACH THIS TO YOUR COPY OF THE CONDOMINIUM DOCUMENTS

Enacted: 11/8/06, 2006
Effective: 1/1/2007

Add this to the end of your Rules and Regulations

WHEREAS, the Board of Directors of the Royal Gardens Owner's Association, Inc. ("Royal Gardens") is empowered to adopt rules and regulations consistent with the Declarations and the By-laws, pursuant to Article 10.3(k) of the Declarations and Article 6.2 of the By-laws.

WHEREAS, there is a need for Royal Gardens to maintain a reserve fund for expenses that arise or may arise other than on a regular basis or with less than annual frequency, pursuant to Article 6.4 (A)(2) of the By-laws.

WHEREAS, the Board may at any time levy special assessments against particular units pursuant to Article 9.1(B) of the Declarations.

NOW, THEREFORE, BE IT RESOLVED that the following rule shall be added to the end of the Rules & Regulations of Royal Gardens:

> **Unit Transfer Fee.** Upon the transfer of any unit, other than between a husband and wife, the transferee shall be liable to the Royal Gardens Owner's Association, Inc. in the sum of $500.00. The transfer fee must be paid within ten (10) days of the transfer, or the transferee shall be subject to fines and enforcement as set forth within the Rules & Regulations.

The above rule passed the Board of Directors by a vote of 7 for and 0 against.

Doyle McClellan Jr. — President — Date 11/22/06

Karla M Kazienka — Secretary — Date 11/20/2006