



**PALM SHADOWS MOBILE HOME & RV RESORT  
DONNA, TEXAS**

**COMMUNITY GUIDELINES, RULES AND REGULATIONS**

Welcome to Palm Shadows Mobile Home & RV Resort, hereinafter referred to as Palm Shadows and/or Resort, a Senior Adult (55 and over) community. We strive to make each guest's visit with us an enjoyable and pleasant visit. Palm Shadows is a 55 and over adult community at least one Guest in each home must be age 55. Person's under the age of 45 are not permitted to permanently reside in Palm Shadows. No children will be allowed to reside in the resort on a permanent basis. The following revised community guidelines are effective as of August 1, 2020 and will remain in effect until changed by written notice.

**PURPOSE**

The intention for these community guidelines is to create, preserve and enforce standards that ensure an atmosphere at Palm Shadows that is of the greatest benefit to all guests, management and ownership. Special emphasis is given to the qualities of safety, order and peace.

**ARRIVING & DEPARTING**

Please check in at the office upon arrival. Please inform main office of your impending arrival so that your mailbox will be opened so you can start receiving mail. Before departure please notify the main office of your exact date of departure so we can read your electric meter and print your final electric invoice. All outstanding amounts for electric and rent are due on or before departure date unless prior arrangements have been made with management. **You must notify main office if you will require any electric usage during your absence.** Due to maintenance and safety, electric meters are often disconnected during the summer. Palm Shadows will not be responsible for any damage to guest's unit due to power outage or failure.

**RV and apartment check out time is 10 AM. Check in time is 2 PM for RVs and 3 PM for apartments.**

## RESERVATIONS

All RV reservations require a \$250 deposit to hold a designated lot on a first come first serve basis. Apartment reservations require a \$300 deposit to hold a designated apartment on a first come first serve basis. Deposits will be refunded within 30 days of payment of all outstanding balances.

## CANCELLATIONS

All cancellations will be assessed a \$50 administrative fee. If a cancellation is received in writing on or before September 1<sup>st</sup> the full deposit minus the administrative fee will be returned to you by check from our main office within 45 days of notice. After September 1<sup>st</sup> deposits are non-refundable except in case of death. No refunds will be given for any reason beginning October 1. Rollover of deposits is at management discretion. If approved by management, the deposit rollover will be allowed for one time only. If a guest cancels after a deposit rollover the deposit will be forfeited.

## LOADING/UNLOADING OF RV'S

There is a three (3) day limit to load or unload any RV, extra cars, etc., when you first arrive back to the Resort. Do not use your neighbor's driveways or carports without prior permission. If you need to store your RV or extra car please contact the main office. Also see **STORAGE**.

## LOT ASSIGNMENT

Management reserves the right to reassign lots. Lots rented by the day, week or month may be reassigned if someone desires to rent the lot on a yearly basis. Without a deposit on a lot, reservations may be cancelled or changed by management.

## OCCUPANTS & OCCUPANCY

OCCUPANTS: Any persons listed on the rental agreement as "occupants" who are residing on resort property by virtue of residency with an authorized guest may reside on resort property but are also subject to screening. Screening must occur within the first 15 days. "Occupants" shall not be allowed to reside with an authorized guest if such occupant poses a threat to the health, safety or welfare to the resort community. Such occupant must be named as an occupant in the guest's rental agreement and be independently approved for occupancy. Any occupant on resort property may only occupy as long as such guest occupies resort property. If the authorized guest(s) vacate(s), are evicted or no longer occupies the subject home due to death or illness, all occupants must either be screened for residency or forthwith vacate within ten (10) days of the guest's departure from the subject premises unless such departure is temporary. Only two people per unit are allowed.

Management must be notified if visitors will stay overnight and the visitor must register with the Resort. Daily fee of \$2.50 will be charged for each visitor staying overnight. Any visitor who fails to register with management shall be considered an unauthorized trespasser. Maximum

visitor stay is fourteen (14) consecutive days per season unless approved by the management. All guests are the responsibility of the person(s) they are staying with and must check in with the main office with name, length of stay and age (if under 21 years old) upon arrival. All visitors of guests in the resort must be accompanied by a Palm Shadows guest at all times.

**LIVE-IN CARE PROVIDER:** If a person moves onto resort property as a live-in care provider, such person must first contact management PRIOR to residing with a resort guest and provide to management proof that such person is a care provider in strict accordance with the definition of “live in care provider”. If management is satisfied that such person meets the requirements, such person shall be allowed to reside with the applicable guest’s home provided that such person is in residency to provide the services defined by the guest’s physician. The “live in care provider” shall not be considered a guest but must comply with the rules and regulations of the resort. If the applicable guest dies or no longer needs the services of the care provider, such care provider must forthwith vacate resort property. Management may also, at its sole election, determine that the care provider is deleterious to the welfare of the applicable guest and challenge the right of the care provider to remain in occupancy with the guest, by contacting the guest’s physician, social services or any other agency or relative responsible for the welfare of the applicable guest.

## **UNITS AND OUTSIDE ADDITIONS AND IMPROVEMENTS**

Owners of a mobile home or park model must furnish the main office with proof of ownership and information about your home, e.g. serial number/HUD label/SOL/VIN number. Your unit must be maintained in a manner which is consistent with the high standards of the Resort. If notified by management in writing that your unit needs maintenance, you will have 30 days to have the required maintenance completed. This maintenance includes exterior paint, landscape, decks/patios free of excess plastic and/or cardboard boxes, etc. and overall appearance.

1. All outside improvements, including but not limited to awnings, skirting, sidewalks, driveways, storage units, porches, air conditioning compressors, storage buildings, etc. must be approved in writing by Resort management prior to any construction and if approved must be made by a licensed, bonded and insured professional (see **CONTRACTORS** section.) All requests must be submitted in writing to Resort manager for approval. Paint colors must also be approved. Temporary structures are not permitted. Additions must comply with the County Planning and Zoning requirements, be code compliant and those established by the Resort management.
2. A sketch of your proposed addition/change must be completed and approved in writing by Resort management to be considered.
3. All improvements must be made by licensed, bonded and insured professionals and must be done while the owner is here. No work will be allowed on your unit if you

are out of town. Professional and qualified contractors must have current liability insurance and current license and provide the main office with a copy of these documents. Failure to do so will cause the Resort management to have the improvements removed from the Resort and the expenses billed to the guest.

4. Any compressor which causes loud or offensive noises must have some acceptable sound reducer installed. And improvements which fail to comply with the Resort standards must be brought up to those standards or removed from the Resort.
5. Storage sheds must be approved by Resort management prior to installation. All storage units must be anchored/tied down securely. It is the Resort owner's prerogative to have a shed tied down and the cost assessed to the shed's owner if compliance is not completed. Sheds should be no larger than 10 ft. by 12 ft. and no higher than the roof of the unit. Sheds can be left on a seasonal lot if a reservation is made for three (3) months for the following season for a cost of \$20 per month. If guests are in the Resort less than three (3) months the shed must be left empty and unlocked or a rental fee will be assessed. The Resort is not responsible for the shed or its contents.
6. Driveways are the responsibility of the guest and must be maintained with CEMENT. NO DIRT driveways are allowed.
7. There is a process for moving a park model or mobile home into the Resort. Please contact the Resort manager for that information. Mobile homes and park models must be skirted within one month after occupancy. The type of skirting must be approved by management prior to installation but ALL skirting must be a closed vertical type and all skirting must comply with this requirement.
8. Permanent units, sheds, and propane tanks shall be tied down. The installation of all tie downs must be performed by a professional and must comply with insurance and government regulation. **All guests must carry liability insurance in event their unit or another unit receives property damage. A copy must be provided to the main office for your file.**
9. Concrete pads/runners are required for all mobile homes and park models with an extra 18-inch apron around the main structure.
10. When mobiles and park models are moved into the Resort, they shall be anchored/tied down in compliance with state laws and regulations.
11. No fences, sprinkler systems, or clotheslines are allowed. Small satellite dishes (24" or smaller) are permitted, provided the Resort manager approves the placement of the dish. Before placing any rocks or ground cover on your lot Resort management

has to stake out any utilities. **Always check with the main office first.** Failure to do so will cause the Resort management to have the improvement removed from the Resort and the expenses billed to the guest.

12. The Resort is responsible for the following to each unit:

- a. Sewer up to and including the riser. The home owner is responsible for the sewer pipes from the riser and on into the structure.
- b. Water up to and including the first water valve off the water main. The home owner is responsible for all connections from the first water valve to the structure.

## **INSURANCE**

All guests are required to have home owner's liability insurance on their units and must bring a copy of the proof of insurance to the main office so it can be put in your file.

## **SOLICITING**

No peddling or soliciting will be allowed on the premises. This includes guests soliciting other guests as well as any owner, manager or employee of Palm Shadows. If you see a solicitor in the resort, call the main office immediately.

## **CONTRACTORS**

All contractors and/or workers must report to the main office prior to performing any work in the Resort. All contractors and/or workers must be licensed and must have proof of liability insurance or sign a waiver of liability prior to performing any work in the Resort.

## **RIGHT OF WAY**

A right of way or set back is defined as the area around and behind each lot and is there for vehicles, maintenance, etc. This area of the lot must be free of any obstruction such as shrubbery, trees, bushes, buildings, sprinklers, and concrete. All electric meters must be easily accessible.

## **FACILITY USAGE**

All facilities, including rec hall, lounge, pool, laundry room, woodshop, bocce ball and shuffleboard courts are for the use of our guests and their visitors. *Palm Shadows, its owners, managers, agents and representatives will not be responsible for any accidents, loss or theft while using common facilities. Resort guests use all common facilities at their OWN RISK.* Only two (2) visitors per guest are allowed at the pool and spa at a time unless approved by management. One adult must accompany all visiting children (under the age of 16) in these areas. Children will not be allowed to play pool under any circumstances without adult supervision. All guests are responsible for the conduct of their visitors and will be required to pay for any damages caused by them. No skateboarding or roller blading is allowed in the

Resort. No alcoholic beverages are allowed at, in or around any common facilities unless prearranged by management. Name tags are to be worn at all times for identification.

## **SMOKING**

All Resort buildings are **SMOKE FREE**. Please use receptacle for cigarette butts. Do not throw on the ground.

## **ILLEGAL DRUGS**

No illegal drugs are to be brought on property in any manner. Any Guest found possessing illegal drugs will be asked to vacate the property, banned from the premises and termination of your lease will occur.

## **QUIET TIME**

**QUIET HOURS ARE 10 PM TO 7 AM.** During which time radios and other devices are to be operated at low volume so as not to disturb your neighbors.

## **RECREATION HALL**

The recreation hall is provided for Resort guests and registered visitors use and enjoyment. The kitchen facility and equipment are for organized resort activity use only. Personal use of refrigerators, freezers, stove or sink is not allowed. The Resort reserves the right to close any facility for cleaning or repair. No rents will be refunded in the event that the hall, pool, or other facilities are closed for repair or maintenance. The recreation hall is available from 6 AM to 10 PM.

Scheduled activities are provided from October 31<sup>st</sup> to April 1<sup>st</sup>. Please wear shirt and shoes in all buildings. All bicycles, mopeds and golf carts are to be parked in the designated parking area.

## **SHUFFLEBOARD COURTS**

The courts are for the enjoyment of all guests and invited visitors. All guests and visitors must sign a waiver (available in the activity office) prior to using the shuffleboard courts. If there is anyone under 16, they are to only play with the guest supervising at all times. Please treat the sticks kindly and move the disc around using the handle end of the stick. If the guest doesn't know how to wax the disc, leave the box on the floor of the shuffleboard shack.

## **BINGO**

Bingo played within the premises of Palm Shadows is governed by Texas State Statutes and you must wear your name tag.

## LOT MAINTENANCE

When you rent a lot in Palm Shadows you accept the lot “as is” including all landscaping and improvements. Palm Shadows will provide twice monthly lawn service. Lawn service includes cutting the grass and edging. Each guest is responsible for the cleanliness of his/her yard. All yards must be kept clean and free of trash and debris at all times. Management reserves the right to notify the guest of yards in need of care, and, if necessary, provide that care at the expense of the guest. All such charges shall be due and payable with the next monthly rental payment. Any items left in yard may be removed and discarded by management if not removed by guest within ten (10) days of notice by management that they need to be removed.

Owners of permanent units are responsible for the trimming, weeding flower bed(s), raking, pruning bushes, trimming their trees and other needed yard work. If you are not in Texas you must make sure that your lot is properly maintained. No planting of any plants with needles or thorns. As they grow, they become very dangerous to people and pets, and can be very poisonous. NO planting of any trees, fruit trees, large shrubs. If a guest does plant said items in the ground, management may require that these items be removed and disposed of at the guest’s expense. No planting of vegetable gardens or fruit gardens. All plants must be in containers and put on your concrete slab and must be put away before your departure.

The Resort will trim trees in the common areas on an as needed basis. Guests must not cut down any trees or bushes without written permission from management. **Only year-round guests are allowed to water yards, flower beds and trees from April 30<sup>th</sup> to October 1<sup>st</sup>. If you wish to water your lot or use your lot during the summer please contact the main office and pay for year around use.** All guests must notify the main office if someone other than the owner of the unit or the Resort personnel will be maintaining the yard. Proof of liability insurance or a signed liability waiver must be provided before work can commence. No yard or landscaping services may be performed by Resort employees except after working hours and with prior approval of management. Guests herewith understand that any Resort employee working for the guest is not insured by the Resort. Nor does the Resort guarantee any work performed. The guest herewith holds the Resort, its employees, agents and owners harmless from any damage, injury or otherwise when employing any Resort personnel.

If a guest has existing trees and shrubs planted in the ground prior to the effective date of these guidelines, they must obtain written authorization from onsite management to be allowed to keep these existing plants and trees. *Palm Shadows Guidelines* over the last seven (7) years have specifically stated no plants or trees can be planted in the ground but instead should be planted in a planter. In addition, the guest must maintain all plants, shrubs and trees planted in the ground in a well-manicured condition at their own expense. Anyone purchasing the home on that lot in the future will also be responsible for the upkeep of the in ground landscaping.

If you are going to be absent from Palm Shadows for more than two weeks you must secure all outside items to ensure that they will not become flying missiles in the event of a strong storm. If you leave unsecured items on your rental lot, management reserves the right to dispose of these items at your expense.

**ENFORCEMENT**: If guest allows the lawn/lot, landscaped beds, trees, plants, bushes to become overgrown or unsightly, management will have such lawns/lots professionally maintained at the guest's expense. In addition, if the guest allows unsightly materials or debris to accumulate on their lot, a 15-day notice to comply will be given. Management will then bring lot into compliance with the above, at the risk and expense of guest. Such expense shall be billed at a minimum of \$50 per hour, per incident or management's cost, whichever is greater. There shall be an additional one-time fee per incident of \$25 for any yards with animal waste that needs picked up prior to completing yard maintenance.

## **HOME MAINTENANCE REQUIREMENTS**

Homes, including skirting, trim, siding, decks, patios, stairs, storage buildings, and all other additions must be kept in good cosmetic and structural repair at all times (including but not limited to painting). Repair to siding must be painted to compliment the home within two weeks of the siding repair. Mold, mildew and dirt must be washed from the exterior as needed to maintain cleanliness and quality of the home and Resort. Broken windows must be repaired immediately. Windows that are visible from any street in the Resort must not be covered with aluminum insulation or items other than curtains or window blinds.

## **MOVING-IN OF PERMANENT UNITS**

All guests bringing into Palm Shadows a permanent unit (new and existing guests) must complete an application and schedule an interview with Resort management. Management must approve this application and inspect the permanent unit to be moved to the Resort. The Resort management reserves the right to accept or reject any prospective new guest.

Resort management will approve the quality and appearance of all units before being moved into the Resort and during its occupancy in the Resort. After proper notice, the Resort reserves the right to have any mobile home, RV, park model, structure, or vehicle which does not comply with the Resort's standards removed from the Resort at the owner's expense.

All homes moving into the Resort must meet all regulations set forth by the State of Texas concerning regulations and design for the coastal counties of Texas. There will be no exceptions. Prior to moving in a mobile home, park model, trailer, 5th wheel or motor home guests and unit must be approved by management, application and lease completed and signed, and site assigned. Move in hours are 8 AM to 4 PM Monday-Friday.

All mobile homes and park models must be transported by a licensed transporter and installed by a licensed installer. Transporters and installers have to provide copy of license and bond



before moving a unit into the Resort. Guests will be responsible for any damage, injury or claim caused by the transporter or installer. Guest will give management a 48-hour notice before move in for management to locate utilities.

## **SALE OF UNIT**

**We would like to purchase your unit.** We reserve the first right of refusal. For any units that are sold to be removed from the Resort, the Resort reserves the right to match the price and keep the unit in the Resort. By signing receipt of these guidelines, you are granting the Resort first right of refusal. Removing a home from the Resort causes a decrease in occupancy and many Resort guests would like to rent or buy a used home. Therefore, we want to keep every home in the Resort for the use of its guests and not have it removed from the Resort.

If you sell your unit to someone who is keeping the unit in the Resort, the buyer needs to register with the Resort office and sign all required paperwork before buying and occupying unit. If you would like to advertise your home on our website, please contact the Activity Office. Our webmaster can post description and pictures. All sales aspects (title transfers, deeds, property tax changes, utility name changes or any other related paperwork) are strictly the responsibility of the seller and prospective buyer. The Resort owner, personnel, and/or management will not participate in any of the above mentioned unless the Resort purchases the home from you.

If lessor does not elect to purchase the home, lessee may proceed to sell the home pursuant to the terms and conditions set forth in the Offer or the Proposal presented to lessor. If the transaction contemplated by any Offer or Proposal presented to lessor does not close in accordance with its terms and conditions for any reason, the right of first refusal of lessor shall continue as set forth herein and shall remain in full force and effect with respect to any future sale, dismantling, or removal of the home. If the prospective purchaser from lessee applies for tenancy with lessor to keep the home on the premises, is approved, and enters into a new lease to keep the home on the premises, the right of first refusal shall be waived by Palm Shadows with respect to that prospective purchaser.

All guests wishing to sell their unit will be bound to the following:

1. All sales aspects (title transfers, deeds, property tax changes, utility name changes or any other related paperwork) are strictly the responsibility of the seller and the prospective buyer. The Resort personnel and/or management will not participate in any of the above mentioned unless agreed upon prior to the sale.
2. The owner must remember that all prospective new buyers are required to schedule a short interview with the Resort management and should not in any way give the prospective buyer the impression that they may move into the

Resort before this interview has been held and their application has been approved. Resort management reserves the right to allow a unit to be sold in the Resort or remain in the Resort after the transfer of ownership based on age or condition of the unit. This is a 55 and over retirement resort community so please make sure all prospective buyers are aware of this age requirement.

3. No outside FOR SALE sign is permitted. A FOR SALE sign in the unit window will be acceptable. If you decide to utilize a professional real estate company to sell your unit, the following guidelines **MUST** be followed:
  - a) Your real estate agent has to register with the Resort office before conducting any business at the Resort.
  - b) One professional real estate company sign may be placed in the front window of your unit.
  - c) Resort management will not be responsible or liable for any actions of your real estate agent.
  - d) All showings have to be scheduled during regular business hours.
  - e) You must inform your real estate agent that the Resort reserves the right of first refusal if the unit is sold and is to be removed from the Resort.

## **MOVING-OUT OF PERMANENT UNITS**

The guest is responsible for paying a \$500 moving deposit before any work can be done on the removal of the unit. In addition, the movers must present proof of current insurance to the main office. Upon move out of unit, if the site is completely cleaned up (including removal anchors, all debris, sheds, etc.) within 5 days of the start of the moving of the home and there was no damage done to the Resort (e.g. breakage of pipes) and payment of all charges and fees, management will return moving deposit. If the guest leaves lot in an unsightly manner the moving deposit will be forfeited. If a unit is sold and is going to be moved out of the Resort, the selling party must pay the \$500 moving deposit before the unit can be physically moved. **NO EXCEPTION.**

## **EMERGENCY INFORMATION**

The main office will keep a list of family members and friends to contact in case of emergency, if provided by the guest. This list should include names, addresses, phone numbers and email addresses. It will be the guest's responsibility to see that this list is updated as needed.

## SWIMMING POOL/SPA

Palm Shadows swimming pool is for Resort registered guests only. **All visitors must be accompanied by a registered guest of the Resort at all times.** For liability reasons, the **pool access gates should remain closed at all times.** For safety reasons, no guests or visitors under the age of 12 are allowed in the spa. Texas Law requires that everyone take a SHOWER before entering pool or spa. PLEASE do not use lotions or oils as they clog and stain the pool, spa, and filtering systems. **Appropriate swimwear is required at all times.** Infants and toddlers must wear special swim diapers in the pool. Registered guests, family, and visitors are to comply with the rules posted at the pool. Be aware of your physical condition and limit your stay in the hot tub to no longer than 15 minutes. For those guests on medication, it is not advisable to enter the spa without your doctor's consent. **Children under the age of 12 are not permitted in the spa.** No lifeguard is on duty at any time and using the pool is at your own risk. No glass containers are allowed in or around pool. Management reserves the right to restrict entry to the pool and recreation halls, if any guests or registered visitors have been warned of inappropriate behavior or dress. **NO PETS ALLOWED IN RESORT BUILDINGS OR POOL AREA. No bare feet or swimming suits allowed in the recreation hall. No wet bathing suits are allowed inside Resort building and shoes, shirts, or cover-ups must be worn. No one under the age of 18 is allowed in the pool after 9 PM.**

## LAUNDRY FACILITIES

The laundry facility is available 24 hours. However, the quiet time between 10 PM and 7 AM should be observed. The cost per machine/load is posted. NO dyeing laundry. NO black rubber in washers or dryers. Keep the dryer vents cleaned and clean up when you are finished. No clothes lines are allowed except RV's that come equipped with a back clothes line. Clothes are not allowed to be hung on patios or fences.

## SHOWERS AND RESTROOMS

The resort toilets and showers are for the recreational vehicle (RV) owners and guests only. Mobile home owners and apartments renters must use their own facilities. Please be responsible and clean up after your use of them. If you see any water leaks etc. please report it to the main office as soon as possible. Absolutely no smoking is allowed.

## GARBAGE AND TRASH REMOVAL

The removal of household trash is the responsibility of the guest. Dumpsters are provided. Please remember to use the proper recycling bins. Only garbage and tree trimmings in plastic trash bags are allowed in the dumpsters.

The following items (but not limited to) are not allowed to be disposed of in the dumpster: appliances, furniture, bathroom fixtures, lumber, construction materials (i.e. wood, carpet,

concrete), batteries, tires, paint, motor oil, or other non-household trash. It is the responsibility of each guest and may not be stored outside guest's unit or deposited in or near the dumpster area. As a convenience for Palm Shadows guests, a list of individuals willing to assist with the disposal of said items is available in the main office. If not removed after reasonable notification, management reserves the right to remove such items and charge the guest for the work performed.

Fluorescent light bulbs can be disposed of at Lowe's.

Please notify main office of any non-guest using our dumpsters.

## UTILITIES

**Utility Companies:** The Resort has the following utility services -- water, sewer and trash by City of Donna; electricity by ENGIE. Some lots are billed directly by the electric provider and others are sub-metered and the main office provides billing.

- **Free Internet:** Free internet is provided in the Rec Hall by Palm Shadows RV Resort. The Resort does not guarantee the reliability and signal strength of this free internet service.
- **Electric Charge:** The Resort will bill for sub-metered electric service on a monthly basis. Electric meters will be read on the 5<sup>th</sup>, 15<sup>th</sup>, and the 25<sup>th</sup> of each month. The date is determined by the location of your lot. You will receive a bill in your mailbox shortly after your meter reading.
- **Utility Connects and Disconnects:** The Resort will not be responsible for, nor will it perform the service of connecting or disconnecting any utility service, including telephone. Likewise, the Resort personnel will not contact any utility company to have service started or terminated. Resort guests are responsible for the utility connection and disconnection. The phone in the main office may not be used for the purpose of calling the utility or phone companies.
- **Water and Sewage Usage:** The Resort is responsible for providing access to available utilities, but will not be responsible for acts of negligence on the part of any guest. Toilet, leaky faucets and unattended running water hoses with water running into and down the street cost money in water charges. Please report any leaks to management no matter how small. In case of blockages or breaks caused by guests, the guest may be billed the costs of repairs. Resort reserves the right to inspect units for water leaks. **Please conserve water.**

**PLEASE DISPOSE OF PERSONAL HYGIENE PRODUCTS (TAMPONS, TAMPON CASE, DIAPERS, ADULT DISPOSABLE UNDERWEAR, FEMININE PADS, FLUSHABLE WIPES, ETC.) IN THE TRASH. DO NOT PUT THEM IN THE TOILET.** Any items other than toilet paper in the toilet will cause a major problem for the lift station and the resort sewer system.

## **RESORT CONDUCT**

Disorderly conduct, abusive language or activities which unreasonably disturb or interfere with the peaceful enjoyment of any part of the Resort, or which violates any government statute, ordinance, regulation or rule shall not be permitted. Please respect the privacy of all Guests. Federal, state, and local laws and regulations shall be adhered to by guests and visitors. There shall be no trespassing on other home spaces. Fireworks are not allowed on the premises.

**COMPLAINTS:** All complaints must be submitted in writing before Management will take action.

## **RESORT BADGES**

Resort badges must be worn at all times in the Resort buildings and at the pool. If you do not have one or have lost yours, badges can be obtained at the activity office. Visitor badges are obtained at the main office when registering visitors.

## **STORAGE**

Before putting your cargo trailers, motorcycle trailers, car dollies, etc. in the designated storage area, the main office must be notified so the proper identification is attached. They cannot be left on the street or the site. Each site is allowed one smaller unit for free; more than one, a fee will be charged. RV's parked in the storage area will be subject to a monthly fee.

## **FIRE CODE**

Absolutely no fireworks or open wood fires anywhere in the Resort at any time.

## **RENT PAYMENTS**

All rent payments are due on the first of the month. Any past due rent will result in a late charge of \$25 and an additional \$25 per month charge until paid in full. Returned checks will be assessed a \$25 returned check fee. If a check has been returned due to non-sufficient funds, then the following six months payments must be made by cash or money order.

You will only receive an annual statement for your rent fees approximately 30 days prior to your anniversary date. No monthly statements will be dispersed as a reminder of rent due. Please mark your calendar! The rental schedule will determine the rental rates, deposits and fees to be paid. All rents are payable in full and in advance. Failure to pay any charge may constitute a lien on the RV, park model or mobile home as prescribed by the laws of the State of Texas.

## **MAIL**

**Lot numbers must be included on your mail address line.** When leaving the Resort for an extended period of time, guests must turn in a change of address card to the post office or

have a neighbor pick up your mail and forward it to you. **The office is not going to be responsible for forwarding your mail.** Mail boxes are closed after you leave during the off season. You must call the main office prior to your arrival to open your mailbox if you expect mail to arrive before you do.

All packages delivered by the US Post Office will be stored at the Resort office for 10 days. Guests may pick up their package(s) between 8 AM and 4 PM Monday--Friday. All packages not picked up after 10 days will be returned to sender by the US Post Office.

Do not let your mailbox get full such that it is impossible for the mailman to deliver your mail to your box. Should you allow this, your mail will be returned to sender. **The office will not be storing accumulated mail.**

## **NOTICE OF TEMPORARY ABSENCE**

Guests should notify the main office when they are leaving for any length of time, where they can be reached and when they plan to be back. This is for your protection. However, the Resort accepts no responsibility for the guest's home, improvements or personal items during the guest's absence.

## **GOLF CARTS**

Golf carts fall under the same guidelines as any motor vehicle. **Golf carts must be insured and operated by a licensed driver. All golf carts must have working lights for night safety.** Please observe this diligently for the safety of all guests.

## **SPEED LIMIT**

Please obey all traffic signs. **The speed limit in the Resort is 7 1/2 MPH.** Be especially careful of those walking, riding bicycles, and golf carts. All vehicles (including golf carts and bicycles) driven at night need to have lights. Bicycles should have a light on front and reflectors on back. Guests are advised to wear reflective gear when walking at night. Please inform all guests and contractors of the posted speed limit.

## **PARKING RESTRICTIONS**

Golf carts or other vehicles may be driven only on streets and may be parked only on your own parking pad. No driving or parking on grass or other parking pads is permitted. Please do not cut through your neighbor's lot. No one under 16 allowed to drive golf carts. **GUESTS VEHICLES PARKED ON OR BLOCKING A LOT OTHER THAN YOUR OWN WILL BE TOWED AT THE VEHICLE OWNER'S EXPENSE.** (Remember that golf carts, motorcycles, scooters, trailers, etc. fall under these same guidelines.) Due to limited street parking space, two (2) vehicles and a golf cart are allowed for each Guest. Vehicles must be parked on concrete driveway or designated parking or stored in our storage area. Any cargo trailers, motorcycle trailers, car dollies, etc., must be stored in our storage area.

Parking of vehicles, boats, trailers, golf carts, etc. on the grass, vacant lots or on neighbor's pads is not permitted. Parking on driveways and under carports is limited to the Guest(s) vehicle(s). **Any vehicle violating this rule will be towed at the owner's expense.**

## **SUB RENTING**

Mobile homes, park models, and RV's may be rented to a third party provided the following provisions are met:

1. Home owners must contact the main office and arrange for potential renters to be scheduled for a guest interview and meet the resort requirements prior to moving in.
2. No rental allowed for less than one month.
3. The homeowner is responsible to the Resort for lot rent, electric and any other payments. **Not the renter.** If the renter leaves the Resort with an outstanding balance it is the homeowner's responsibility to pay the balance due within 15 days of receiving a statement from main office.
4. All resort rules, policies and regulations apply to the renter. Homeowner's are responsible for renter's conduct.
5. The renter must check in and fill out an information registration card at the main office.

## **PETS**

Domestic pets (cats and dogs) owned by *seasonal* guests within the weight and size restrictions are welcome in the Resort but must be on a leash no longer than 6 feet when outdoors. Visitors of *seasonal* guests may not bring their pets. Pets over thirty (30) pounds are not allowed unless approved by management. No more than two pets are allowed in any RV, park model or mobile home on Resort property unless approved by the Resort's corporate office. **No aggressive breed dogs of any weight are allowed in the Resort. We must have on record for all pets (including cats) up-to-date vaccination records. This is needed for the Resort's insurance purposes.** No pets will be left unattended outdoors whether in a pen or leashed if the owners are not at home. Please read and abide by the dog park rules. Pet owners agree to pick up after their pets *daily* including when using the dog run. No pets are allowed in the rec hall, lounge, card room, craft room, spa and swimming pool area. Wildlife/farm animals are not considered pets and are not allowed.

Pet owners agree to not let pets urinate or defecate on other guest's lots. Pick up your pet's waste immediately and dispose of it properly. This includes picking up pet waste around your site daily and anywhere else within the Resort property. This is a health issue for everyone

and if you do not comply you will be asked to vacate the Resort. All pet owners are required to keep their pets under control and quiet at all times. Do not leave pet food outside or around your site. All animals found wandering in the Resort are assumed to be strays and will be turned over to the proper authority. We recommend that all pet owners have additional pet liability insurance added to their homeowner's insurance policy. Feeding of birds and other wildlife is prohibited.

**BEWARE!** There are snakes in the area! Be careful when walking your pets.

## **RESORT MEETINGS**

1. Resort activity meetings are for Palm Shadows guests only and are held at 9 AM on the first Thursday during the months of December, January, February and March in the rec hall. Activity meetings will inform you of upcoming events in the Resort as well as have guest speakers from various businesses in the area informing you of their services

## **COPY AND FAX SERVICE**

Fax services may be provided in either the main office or the activity office. Charges are as follows:

- Receiving -- \$1 per page
- Sending within the US -- \$2 per page
- Sending outside the US – \$3 per page

Copy service may be provided at the main office. Charges are as follows:

- Black and white copies are \$0.25 per page for one side
- \$0.35 for two sides

## **SECURITY GATE**

The security gate will be closed for maximum security of the guests. Opening the gate will be at the discretion of Resort management. Regular vendors such as UPS, FEDEX, mail carrier, newspaper delivery will be issued access to entry. If you have a visitor or new vendor and the gate is closed – you must go to the gate and let them in.

**As you enter or exit the Resort when the gate is closed, please stop until the gate closes behind you.** If someone pulls in behind you, please watch for the Resort's secret signal to alert you that they are a guest of the Resort.

**DO NOT OPEN THE GATE FOR ANYONE YOU DON'T KNOW; TELL THEM THEY ARE TO CALL THE NUMBER OF THE GUEST THEY ARE VISITING OR THE MAIN OFFICE (THE TELEPHONE # IS ON KEYPAD BOX POST AT THE GATE ENTRANCE.)**



## **PEST CONTROL**

The Resort is not responsible for any pest infestation (unless in Resort's recreational buildings.) This includes termites, insects, bugs, bees or otherwise. If infestation takes place during guest's occupancy, the guest will remove infestation within 30 days. During guest's absence, the Resort reserves the right to remove infestation and bill guest for actual charges. This protects guest's unit and neighboring units.

## **VEHICLES MAINTENANCE**

No vehicles on blocks are allowed at any time. Cars left in the summer must be parked under carports and not be unsightly. You may wash your unit without a charge upon arrival or once per season to maintain a clean appearance. Additional cleanings of unit will incur a water charge. Please check with main office.

## **YARD SALES**

The Resort sponsors yard and craft sales in season only.

## **KEYS TO UNIT**

If guests would like the main office to keep a copy of the key to their unit, please note that the main office will do this as a courtesy. The Resort will not assume any liability for theft, disappearance, fire, loss, injury or damage to any person or property. We also will not be responsible for keeping track of your keys if you remove them from the office or request verbally or in writing that the office loan the keys to someone else.

## **TELEPHONE**

The resort will accept and deliver all urgent and emergency phone calls only.

## **CHARGE FOR NOTICES**

To partially compensate for the administrative costs involved in serving delinquent rent, rules violations, or any other legal notices, each time such a notice is required; Tenant's will be charged a service fee of \$2 or the actual cost of the notice (if outside service is used), whichever is greater. This charge will be in addition to late charges, returned check charges, or any other fees incurred.

## **ATTORNEY FEES**

In the event the Resort is required to expend attorneys' fees or costs to enforce the rules and regulations of Resort, Resort may, at its election, charge some to the violating resident. In the event Resort does assess such attorneys' fees and/or costs to the violating resident, such fees and costs shall be considered "additional rent" and shall be collected in the same means and manner as rent.

## **RESORT BUSINESS WILL BE CONDUCTED IN RESORT OFFICES ONLY**

No Guest is permitted to go to the Property Manager's or activities director's residence to discuss Resort business **AT ANY TIME!!**

The property manager is the "contact" person for the management of the community. Any written notice to a Guest will be enforced by the manager as specified in the notice without exception or change. Loud, vulgar or abusive confrontations with the manager or other resident will not be tolerated and a "Notice to Terminate" your lease will be issued. The manager is NOT to be involved in settling neighbor disputes. It is recommended that Guests work out their differences in a friendly way; however, call the Sheriff, NOT the manager for police type situations. These policies include unwritten situations in the best interest of the Resort.

## **ACTS OF GOD**

Please remember that we are in a windstorm area. We ask that you ensure that **no objects are left outside, such as but not limited to flowerpots, tables, chairs, propane tanks, grills, etc. when you leave Palm Shadows for more than 2 weeks.** Every guest shall be responsible for repairing or removing his/her mobile home, RV, or park model and any improvements in the event of any natural disaster. The Resort owner reserves the right to repair or remove any permanent or temporary structure or vehicle that the guest fails to repair or remove within thirty (30) days of such natural disaster, and charge the expense to the guest. The Resort owner will do everything reasonably possible to have all services restored as quickly as possible, but will not be responsible for any damage done by the failure to restore utilities, or the delay to do so. Each guest shall continue to be responsible for the payment of rent and other charges. The Resort will not be held responsible for damages caused by the Acts of God, such as, but not limited to, hurricanes, windstorms, tornadoes, earthquakes, rain, floods, lightning, flying objects, or falling limbs or trees.

The Resort management reserves the right to make necessary changes to these Resort guidelines without notice by posting the changes in the main office as well as on the informational boards throughout the Resort.

Non-compliance with these community guidelines may be deemed a sufficient basis to initiate eviction proceedings for removal from the Resort. Management reserves the right to refuse any reservation or move-in without cause.

Palm Shadows Mobile Home and RV Resort, its owner, manager, employees or agents do not and will not assume any responsibility or liability for theft, disappearance, fire, loss, injury or damage to any person or property. Each guest assumes full responsibility and liability for his/her mobile home, park model or RV unit and his/her property, including the property of

visitors. Each guest agrees to indemnify and hold harmless Palm Shadows Mobile Home and RV Resort, its owners, managers, employees or agents from account of any personal injury or property damage to any person arising from the use of any portions of Palm Shadows Mobile Home and RV Resort by the guest, their family and visitors or arising from the failure of the guest to keep their unit and property in good working condition.

Every guest, whether permanent or temporary, by the posting of these rules and regulations, acknowledges their agreement and willingness to comply with and be bound by these rules and regulations.

Thank you and enjoy your stay!

*Palm Shadows Mobile Home & RV Resort*

[www.palmshadowsrvpark.com](http://www.palmshadowsrvpark.com)

Email: [palmshadowsmanager@gmail.com](mailto:palmshadowsmanager@gmail.com)

Telephone: 956-464-3324

FAX: 956-464-2268

## LOUNGE ADDENDUM

### LOUNGE RULES

The Lounge falls under all the guidelines of the Texas Alcohol Commission. Anyone under the age of 21 must be accompanied by a parent or court-appointed guardian.

The Lounge is for Palm Shadows homeowners and their overnight guests ONLY. Any guests in the Lounge must be registered with the Resort office and accompanied by a homeowner. The only exception to this rule is BIG BAND Night during season which is open to the public.

1. All beer, wine and set-ups consumed on licensed area must be purchased at the lounge.
2. No coolers or cooler bags allowed in lounge or rec hall during hours of operation.
3. No personal drink containers, e.g. rtics, yetis or similar cups allowed in lounge or rec hall during hours of operation.
4. No outside beverages or food can be brought into the lounge during hours of operation.
5. No consumption of alcohol after 12 AM and all bottles must be off tables per Texas law.
6. No individual card games or other games will be played in the lounge during hours of operation.
7. Foul language and obscenity will not be tolerated.
8. We reserve the right to refuse service to anyone.
9. No rearranging of the lounge tables. They are set up for maximum seating capacity per Texas fire codes.
10. No pets are allowed in the lounge

The lounge management and staff will greatly appreciate your cooperation to help preserve our beer and wine license.

There is several appreciation dinners held in the lounge for Big Band members and invited guests as well as other special occasions. These appreciation dinners must be scheduled and approved by the Activity Director.