


Palm Shadows
Mobile Home & RV Resort

VALLEO
RESIDENTIAL

# RULES & REGULATIONS

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

## COMMUNITY RULES AND REGULATIONS

Welcome to Palm Shadows Mobile Home & RV Resort, a Valleo Residential Community, hereinafter referred to as Palm Shadows and/or Resort, a Senior Adult (55 and over) community. We strive to make each guest[1] visit with us an enjoyable and pleasant visit. Palm Shadows is a Senior adult (55+) community. At least one guest in each unit must be age 55 or older. A spouse or other authorized occupant may be younger; however, persons under the age of 45 are not permitted to permanently reside in Palm Shadows unless approved by Management. No children are permitted to reside in the Resort on a permanent basis. The following revised community Rules & Regulations are effective as of October 25, 2026, and will remain in effect until changed and notified via written notice.[2]

## PURPOSE

The intention for these community Rules & Regulations 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

*Annual guests*: please inform park office of your impending arrival so that your mailbox will be opened so you can start receiving mail, if you're having your mail forwarded. **You must notify park 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 the guest's unit due to power outage or failure.

**RV and duplex check out time is 10 AM. Check in time is 2 PM for RVs and 3 PM for duplexes.** It is recommended you inform the park office of your expected arrival date once you are certain of the exact date. This assures you that staff will be available to assist you if it's after hours, weekend or holiday.

## RESERVATIONS

All RV reservations require a $350 deposit to hold a designated lot on a first come first served basis. Duplex reservations require a $400 deposit to hold a designated duplex on a first come first served basis. Deposits will be refunded within 30 days of payment of all outstanding balances and damage inspection has been completed.

## CANCELLATIONS

**All cancellations will be assessed a $50 administrative fee.** If a cancellation is received in writing on or before September 1st the full deposit minus the administrative fee will be returned to you by check from our park office within 45 days of notice. After September 1st 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 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 park 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 person listed in Palm Shadows guest records as an "occupant" and residing with an authorized guest may reside on resort property, subject to all Palm Shadows Rules & Regulations and required screening. Screening must be completed within the first fifteen (15) days of occupancy.

An occupant will not be permitted to reside on resort property if Management determines that the occupant poses a threat to the health, safety, or welfare of the resort community.

An occupant's right to reside on resort property is dependent upon the continued residency of the authorized guest with whom the occupant resides. If the authorized guest vacates the property, is evicted, or no longer occupies the home due to death or illness, the occupant must apply and be approved for residency or vacate the premises within ten (10) days, unless the authorized guest's absence is temporary.

Occupancy is limited to a maximum of two (2) persons per unit.

VISITORS: Management must be notified of any visitor staying overnight, and the visitor must register with the Resort. Overnight visitors must reside outside a 75-mile radius of Palm Shadows. The maximum stay is fourteen (14) consecutive days per season unless otherwise approved by Management. Overnight visitors must check in with the park office upon arrival and provide their name, length of stay, and age if under 21. All visitors are the responsibility of the guest they are visiting.

LOCAL VISITORS – GUEST-ONLY EVENTS: Guests may invite a limited number of visitors who reside within a 75-mile radius of Palm Shadows to attend Resort events that are designated for Palm Shadows guests only. Each household is allowed a maximum of six (6) local visitors per season, and each local visitor may attend only one such event per season. A local visitor must not have stayed or resided at Palm Shadows during the previous two seasons.

The season is November 1 through March 31. Local visitors must be registered with the park office at least one week prior to the event. The Palm Shadows guest inviting the local visitor must pay a $5 visitor fee for each local visitor attending a guest-only event. A visitor badge will be issued upon payment of the fee. Visitor fees are non-refundable and non-transferable. In the event of illness, the registered visitor may attend a later eligible event by contacting the park office.

These restrictions apply to guest-only events and are intended to preserve those activities and amenities for Palm Shadows guests. They do not apply to events advertised as Open to the Public.

*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 visitor but must comply with Palm Shadows Rules & Regulations. 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.

*RV/CAMPERS IN STORAGE*: RVs/campers paying a storage fee—whether in the designated storage area or on a lot—may not be occupied for living or overnight stays. Once an RV/camper is occupied, storage rates no longer apply, and standard RV site rates will be charged.

## UNITS AND OUTSIDE ADDITIONS AND IMPROVEMENTS

Owners of a manufactured home, park model or mobile home (built prior to 1976) must furnish the park 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 unless you have provided written permission to do so. Professional and qualified contractors must have current liability insurance and current license and provide the park office with a copy of these documents. Failure to do so may result in Resort management having the improvements removed from the Resort and the expenses billed to the guest.

4. Any compressor/generator which causes loud or offensive noises must have some acceptable sound reducer installed. Exception: In the event of an emergency (i.e., power outage), sound reducers are not required for generators. Any 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 $50 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 properly maintained. Dirt driveways are not permitted. Any changes to a driveway require prior Management approval.

7. There is a process for moving a manufactured home, park model or mobile home into the Resort. Please contact the Resort manager for that information. Mobile homes, manufactured 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 (including RV's & 5th wheels), 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 park 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 manufactured homes, 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** around perimeter of unit, **sprinkler systems**, **full size appliances** or **clotheslines** are allowed outside your unit. *Full size appliances are permitted if they are on an enclosed deck/patio, enclosed car port or garage. Apartment/dorm size appliances are permitted in an open-air patio/deck/car port*. 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 must stake out any utilities. **Always check with the park office first.** Failure to do so may cause the Resort management to have the improvement removed from the Resort and the expenses billed to the guest.

12. Propane tanks must be in compliance with state and federal regulations. The Resort, its owners, and management team are not responsible for any damage, injuries or death resulting from the usage of faulty tanks.

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

    a. Sewer up to and including the riser. The homeowner 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 homeowner is responsible for all connections from the first water valve to the structure.

## INSURANCE

All guests are required to have homeowner's liability insurance on their units and must bring a copy of the proof of insurance to the park 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 park office immediately.

## CONTRACTORS

Guests must notify the park office of all contractors and/or workers who are 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, craft 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 occupancy 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 31st to April 1st. Please wear shirt and shoes in all buildings. All bicycles, mopeds and golf carts are to be parked in the designated parking area. Name tags are to be worn at all times for identification.

## 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. No alcoholic beverages allowed. All participants **MUST** have arrived and be playing by the start of the third game.

## 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 biweekly 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. Planting of vegetable or fruit gardens must be in aesthetically pleasing pot or container. 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. 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. All guests must notify the park 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 by both professional and independent contractors before work can commence. Any services completed by a neighbor; a signed liability waiver will be required. 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.

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 existing plants, shrubs and trees planted in the ground in a well-manicured condition at their own expense. Anyone purchasing the unit on that lot in the future will also be responsible for the upkeep of the existing 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 to be picked up prior to completing yard maintenance.

## UNIT MAINTENANCE REQUIREMENTS

Units, 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 complement 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 unit 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 while occupied.

## 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 and/or unit.

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 manufactured home, 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 units 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 a manufactured home, park model, trailer, fifth wheel, or motor home into the Resort, both the guest(s) and unit must be approved by Management, the required application must be completed and signed, and a site must be assigned.

All manufactured 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. Removing a unit from the Resort causes a decrease in occupancy and

many Resort guests would like to rent or buy a used unit. Therefore, we want to keep every unit 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 park office and sign all required paperwork before buying and occupying unit. If you would like to advertise your unit on our website, please contact the Activity Office. Our webmaster can post description and pictures for $25 fee. 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 Resort does not elect to purchase the home, guest may proceed to sell the unit pursuant to the terms and conditions set forth in the offer or the proposal presented to Resort. If the transaction contemplated by any offer or proposal presented to Resort does not close in accordance with its terms and conditions for any reason, the right of first refusal of Resort 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 guest applies for occupancy with Resort to keep the unit on the premises, is approved, and all required documentation is completed to keep the unit 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. All units sold in the Resort must have an electrical inspection by a licensed electrician in the state of Texas. Any and all deficiencies must be corrected prior to the new homeowner occupying the unit. The electrical inspection and proof of

corrections of any deficiencies must be presented to the park office in order for the new homeowner to be approved as a guest and to occupy the unit.

4. 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 $750 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 of anchors, all debris, sheds, etc.) within 7 days of the start of the moving of the unit 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. Upon removal of said unit, if the area beneath the unit requires rock fill (caliche) to bring the lot level with the surrounding homesite, the guest is responsible for providing the necessary fill and leaving the lot properly graded and level. The moving deposit will not be returned until management has inspected the lot and all requirements are met. 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 $750 moving deposit before the unit can be physically moved. **NO EXCEPTION**.

## EMERGENCY INFORMATION

The park 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 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 clean and clean up when you are finished. Clothes are not allowed to be hung on patios, fences, or portable clotheslines.

## SHOWERS AND RESTROOMS

The resort toilets and showers are for the recreational vehicle (RV) owners and guests only. Mobile homeowners and duplex 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 call maintenance 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 park 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 park 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 park office provides billing.

- **Free Internet:** Free internet is provided in the lounge by Palm Shadows RV Resort. The Resort does not guarantee the reliability and signal strength of this free internet service. Thirty (30) minutes free per day per device.
- **Electric Charge:** The Resort will bill for sub-metered electric service on a monthly basis. Electric meters will be read on the 5th, 15th, and the 25th of each month, date is determined by the location of your lot. You will receive an electronic statement via email after your 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 park 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. <u>DO NOT PUT THEM IN THE TOILET</u>.** 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 unit spaces. Fireworks are not allowed on the premises.

**COMPLAINTS**: All complaints must be submitted in writing before Management will take action. Any comment made to management in passing will not be addressed.

## RESORT BADGES

Resort badges must be worn and visible at all times in the Resort buildings and in your possession at the pool. If you do not have one or have lost yours, badges can be obtained at the park office. Visitor badges are obtained at the park office when registering visitors. Management and staff will require you to retrieve your badge before engaging in or attending any non-public park event. Badges are recommended, but not required for any event open to the public.

## STORAGE

Before putting your cargo trailers, motorcycle trailers, car dollies, etc. in the designated storage area, the park 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. RVs 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 $30 and an additional $30 per month charge until paid in full. Returned payments will be assessed a $30 returned payment fee.
Forms of payment accepted are credit card (usage fee will be applied) or electronic check. **No cash will be accepted.** Payments can also be made using the online portal. A link will be provided upon request.

You will only receive an annual notification for your rent fees approximately 30 days prior to any change in fees. 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. Failure to pay any charge may constitute a lien on the RV, park model, manufactured home 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 Donna post office, online or have a neighbor pick up your mail and forward it to you**. The office is not responsible for forwarding your mail.** Mail boxes are closed after you leave during the off season. You must call the park 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 delivered to your unit by volunteers. The mail is delivered at various times and during the height of the season, delivery can be very late in the day. In that instance, packages will be delivered the succeeding day. Inclement weather may also delay delivery. No Saturday or Sunday package deliveries.

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 store accumulated mail.**

## NOTICE OF TEMPORARY ABSENCE

Guests should notify the park 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 unit, improvements or personal items during the guest's absence.

## GOLF CARTS/ELECTRIC BICYCLES

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/electric bicycles 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/scooters) 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 driving golf carts.

GUEST 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 household. 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**.

## SUBLETTING

Manufactured homes, park models, and RVs may be rented to a third party provided the following provisions are met:

1. Guests (owner) must inform management of upcoming lessees and provide contact information for all lessees.
2. The guest (owner) is responsible to the Resort for lot rent, electric and any other payments. **Not the lessee.** If the lessee leaves the Resort with an outstanding balance, it is guest's (owner's) responsibility to pay the balance due within 15 days of receiving a statement from park office.
3. All Palm Shadows Rules & Regulations apply to the lessee. Guest(s) are responsible for lessees' conduct.
4. The lessees must check in and fill out an information registration card at the park office.

## GUEST OWNED RENTALS

Maximum of two (2) rentals is allowed per guest/household. One acquisition allowed per year. Homeowner is responsible for all charges incurred by rental property and/or any lessees. Lessor (homeowner) will be notified of any lessee(s) misconduct, inappropriate behavior or noncompliance of Palm Shadows Rules & Regulations.

## PETS

Palm Shadows has sole discretion on allowing any/all pets on the property.

All guests/owners are responsible for any damage or physical harm caused by their pet(s).

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 nine feet or invisible/wireless leash at all times when outdoors. NO EXCEPTIONS. 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.**

Enclosures/pens are **NOT** allowed under any circumstances *except for the following*:

- Guest(s) that own a fifteen (15) pound pet or less.
- Enclosure must be aesthetically pleasing and approved by Management.
- Guest(s) must reside on the following streets: Royal Palm, Areca Palm, Bamboo Palm, & Sabel Palm.

Enclosures in place prior to July 1, 2024, will be grandfathered if such enclosure is aesthetically pleasing and well maintained, and does not reside near the boulevard entrance, Royal Palm, Sago Palm or Texana Palm.

Enclosures/pens are NOT allowed under any circumstances on any lot(s) adjacent and near the front boulevard entrance to the park, on Royal Palm, Sago Palm or Texana Palm.

**No pets will be left unattended outdoors whether in an enclosure/pen or leashed**. The only exception to not being leashed or enclosed is when dogs are in the fenced dog run (Paws Park) in the back of the resort. 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/or on a leash and quiet at all times.

Pets are NOT allowed to use the common areas. Common areas include, but are not limited to, the boulevard area at the entrance to the park; all areas around the rec hall/shuffleboard/bocce/race track as well as around the main office/post office.

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, if available. 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. Exception: hummingbirds.

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

## 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

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## 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.

***<u>As you enter or exit the Resort when the gate is closed, please stop until the gate closes behind you.</u>*** 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 PARK 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 park office.

## YARD SALES

The Resort sponsors yard and craft sales in season only.

## KEYS TO UNIT

If guests would like the park office to keep a copy of the key to their unit, please note that the park 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 park 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, guest(s) will be charged a service fee of $5 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 payment 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 such attorneys' fees and costs to the violating guest. In the event Resort does assess such attorneys' fees and/or costs to the violating guest, 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 management team or other guest will not be tolerated and a "Notice to Terminate" your residency 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. Management reserves the right to address situations not specifically covered by these Rules & Regulations as reasonably necessary to protect the health, safety, property, and peaceful enjoyment of the Resort community.

## 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 Rules & Regulations.

Non-compliance with these community Rules & Regulations may be deemed a sufficient basis to initiate 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, a Valleo Residential community, 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, a Valleo Residential Community, 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.

All guests, occupants, renters, and visitors are required to comply with these Rules & Regulations while residing in or using Palm Shadows.

## ACTIVITIES AND RECREATIONAL FACILITIES

Participation in any recreational, social, fitness, sporting, entertainment, educational, or other activity sponsored, organized, hosted, coordinated, or made available by Palm Shadows Mobile Home & RV Resort is entirely voluntary. Participation in recreational activities may involve inherent and other risks of personal injury, illness, property damage, disability, or death.

All persons participating in Palm Shadows activities are responsible for determining whether they are physically capable of safely participating and are responsible for their own personal health and safety.

Palm Shadows may require residents, guests, visitors, and other participants to execute an Activity Participation Waiver, Assumption of Risk & Release of Liability as a condition of participating in Palm Shadows activities. Failure or refusal to execute a required waiver may result in the individual being prohibited from participating in the applicable activities.

Execution of a waiver does not release liability that cannot legally be waived under applicable law.

Thank you and enjoy your stay!

*Palm Shadows Mobile Home & RV Resort,*

*A Valleo Residential Community*

www.palmshadowsrvpark.com

Email: PM_palmshadows@valleo-residential.com

Activities_palmshadows@valleo-residential.com

Telephone: 956-597-6900

[1]Palm Shadows MH & RV Resort is legally classified to operate the same as a hotel/motel. All occupants are classified as guests.

[2] Email and texts count as written notice. Courts have held that an email and/or text is considered a written communication when it is sent with the intent to inform the other party of the contents of the communication.

# LOUNGE ADDENDUM

## LOUNGE RULES

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

The Lounge is for Palm Shadows guests and their overnight visitors ONLY. Any visitors in the Lounge must be registered with the Resort office and accompanied by a Palm Shadows guest. Exception: any event open to the public.

1. All beer, wine and set-ups consumed on licensed area must be purchased at the lounge. Any such items not purchased at Palm Shadows lounge will be confiscated.

2. No coolers or cooler bags allowed in lounge or rec hall during hours of operation. Management reserves the right to hold said items during hours of operation and return at closing.

3. No personal drink containers, e.g. Rtics, Yetis or similar cups allowed in lounge or rec hall during hours of operation. Management reserves the right to hold said items during hours of operation and return at closing.

4. No outside beverages or food can be brought into the lounge during hours of operation. Exception: Food may be allowed during special events approved by management.

5. No consumption of alcohol after 12 AM and all bottles must be off tables per Texas law.

6. Resort name badge must be worn and visible at all times by management and staff. No purchases without visible resort name badge.

7. Cash **ONLY** and no bill larger than $20 will be accepted.

8. No individual card games or other games will be played in the lounge during hours of operation.

9. Foul language, physical altercation, or obscenity will not be tolerated.

10. We reserve the right to refuse service to anyone. Drunken or disorderly conduct will not be tolerated.

11. ***FELONY NOTICE***: The licensed or unlicensed possession of a weapon on these premises is a felony with a maximum penalty of 10 years imprisonment and a fine not to exceed $10,000.

12. No rearranging of the lounge tables unless approved by management. They are set up for maximum seating capacity per Texas fire codes.

13. No pets are allowed in the lounge.

Management and any of its staff have the right to uphold any and all of the above rules and regulations. Should any guest(s) or visitor(s) be in violation of said rules and regulations, guest(s) or visitor(s) may be asked to leave the lounge and/or any event held in the lounge and/or adjacent rec hall. Continued violation of said rules and regulations after the first occurrence may result in guest(s) or visitor(s) being prohibited from attending future events.

## PRIVATE PARTY

Palm Shadows guest(s) can reserve the lounge for a private party as long as there isn't any park event scheduled. It is at the discretion of the guest(s) reserving the lounge who they invite. Invitees may or may not reside in Palm Shadows. Any entertainment is at the expense of the host(s). Visitors will be required to have a visitor name badge.