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POLICY STATEMENTS

Approved by the Board of Directors on March 16, 2023

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POLICY STATEMENT FOR LIVING IN PALMS ESTATES

I. RULES FOR COMMUNITY LIVING

- A) **Age:** All residents must be **55** years of age or older; however, if one spouse is 55, the other may be 50 years of age or older.
- B) **Application for Residency:** All prospective residents must first apply for admission, pay the per person application fee of \$50, and be approved according to the policies of the Board of Directors as stated in the Prospectus. When a non-resident marries a resident and wishes to become a resident, he or she also must meet the age requirements, apply for admission, pay the fee, and be approved.
- C) **High Morals:** All residents are expected to live by high moral standards and to follow a code of conduct that will enhance the life of the community. The Palms Estates is a drug-free community; the use of any illegal drug is strictly prohibited. The use of alcohol is limited to inside private residences only. The use of tobacco is prohibited in any public building or recreation area. Failure to abide by these standards may result in forfeiture of lease agreements.
- D) **Animal Pets:** No pets are permitted to be kept by residents or visitors. Daytime visitors with pets must keep them inside.
- E) **Commercial ventures:** Operating a for-profit commercial venture out of a residence in The Palms Estates is prohibited. Off-premises commercial ventures or part-time employment are acceptable. The ownership of a home or RV for rental purposes by a non-resident is prohibited. The ownership of more than one home or RV for rental purposes by a resident is prohibited. **Yard Sales** may be scheduled with the Palms Estates office and in compliance with County regulations.
- F) **Parking:** Only one residence or RV is permitted on each lot. For **homes**, up to two passenger vehicles, one golf cart and one motorcycle may be parked on one lot; boats may be stored in carport during resident absence. For **RV's**, only one passenger vehicle, one golf cart, and one motorcycle may be parked by their unit. For **all residences**, boats, utility and boat trailers, additional RV's and additional vehicles belonging to any resident are to be parked in the area off North Drive. Exceptions (not to exceed fifteen days): visitors, preparation for or return from travel.
- G) **Citrus Trees:** The purchase of citrus trees is encouraged, but their planting location must be approved by the Park Manager. All trees and plantings once planted become the property of the Palms Estates and approval from the Park Manager must be obtained before removing or moving them. All citrus fruit is for the benefit of all residents; as a courtesy, however, permission should be requested before picking fruit from a tree on a lot leased by another resident.
- H) **Visitors:** Relatives and friends may visit with residents at no additional charge for periods of time not exceeding 15 consecutive days or 30 total days per year. For any days in excess of these limitations, in the case of double occupancy residences and single occupancy residences with more than one visitor, there is a charge of \$2 per additional person per day.
The Palms Estates of Lorida invites friends and family members with RV's, visiting residents of the Palms of Sebring, to spend up to two weeks (based on availability) as guests, free of charge, at the Palms Estates RV park. Visitors will be asked to abide by guidelines set by the Palms Estates and which will be available through the park office.
- I) **Absentee Forms** (available in the Office) should be turned in when residents are to be gone for more than one day. Unless otherwise directed, maintenance personnel assumes the authority to enter homes of absent residents in case of emergency or other urgent need.
- J) **A key** to your house or RV should be left at the office in case of emergency or urgent needs.
- K) **Noise:** In consideration of neighbors, residents and visitors should avoid creating disturbing noises of any kind at any time. Quiet time will be observed from 10 PM to 8 AM.
- L) **Speed Limit:** 15 mph on all streets within The Palms Estates.
- M) **Firearms:** The use of firearms is not permitted on the Palms Estates property except by prior consent of management.
- N) **"No Soliciting" signs** are posted at the entrance to the community. Residents are strongly encouraged to decline any kind of soliciting. If you see solicitors on the property, report them to the Park Manager immediately.

- II. **FEES.** All fees and charges are due by the 10th of the month. Fees may be adjusted annually by The Palms Estates Board of Directors, according to changes in the economy and/or increased costs of operation, upon at least 90 days written notice. Checks are to be made payable to *The Palms Estates* and mailed to PO Box 364, Lorida FL 33857, or brought to the office at 117 Dominion Street. For information on termination of fees at the end of residency, see Item V.A.6 and Item V.B.11, below.

A) **HOMES:**

1. 1. **Lot Lease** is due annually on each property in the anniversary month of the lease; \$200 the first year (upon delivery of a manufactured home, beginning of construction, or transfer of title) and \$100 each year thereafter. Lot leases are not refundable.
2. 2. **Monthly Maintenance Fee** is due on each property as follows:
 - a. **New Home:** Anyone who builds on an open lot or brings in a new modular, single or double wide will get one full year with no charge for the maintenance fee, to start when they receive their occupancy notice or 6 months from the start of construction/installation.
 - b. **Purchase:** Beginning the month following the month of settlement; the seller pays the fee for the month of the settlement.

B. **RV's:**

1. **Annual Reservation:**
 - a. Open sites may be reserved up to one year in advance upon completion of a Reservation Form.
 - b. There is a monthly lot rental fee for each month of the year.
 - c. Two month's rental fee is due with INITIAL reservation (applies only to new applicants) and remaining fee due monthly thereafter.
 - d. All fees may be paid monthly, quarterly or annually after the first year.
 - e. Open sites will be rented on a "first come, first served" basis.
 - f. There is NO REFUND of any part of the rental fee, except for medical emergency.
 - g. Fees may be transferred from one lot to another open lot.
 - h. Sites may be reserved year round on all 40 sites; however, RV's may not be left on Bramhall nor on Yellow Birch #31 from April 1 through October 1.
 - i. The Palms Estates reserves the right to rent short-term to another RV during any off-site period.
2. **No Annual Reservation:**
 - a. Open sites may be reserved up to one year in advance upon completion of a Reservation Form.
 - b. Open sites will be rented on a "first come, first served" basis.
 - c. Sites will be charged the lesser of the daily, weekly or monthly rate.
 - d. Two months rental fee is due at the time of reservation.
 - e. The remainder of the rental fee is due monthly thereafter
 - f. Early or extended occupancy for less than a full month will be charged at the daily, weekly or monthly rate, whichever is less.
 - g. There is NO REFUND of any part of the rental fee, except for medical emergency.
 - h. Rental fees may be transferred from one lot to another open lot.
 - I. The rates apply during the entire time a unit is on the site.
3. **Electric meters** are read the day you are scheduled to arrive or the actual arrival date, whichever is first, and are read again the first of each month or upon departure and a bill issued. Bills are to be paid to The Palms Estates and delivered or mailed to the office.

III. SERVICES AVAILABLE TO RESIDENTS AND VISITORS:

- A. **Participation in activities** at the Fellowship Hall and the Hobby House, swimming, fishing, shuffling, gardening, bicycling, and other recreational activities are for one's enjoyment, and not for personal gain.
- B. **Pool:** Normal operating hours are from 8 a.m. to dusk daily. All rules and regulations posted at the pool must be strictly followed. No life guard is furnished; swim at your own risk. Children must be accompanied by an adult at all times. No one is allowed in the pool or around the pool area when the cover is on, per Florida state regulations and for your safety.
- C. **Phones:** Residents may use the Fellowship Hall and Hobby house phones for \$.25 per local call
- D. **Citrus:** All residents are entitled to the citrus fruit from the groves for normal table use. Fruit picked for friends or relatives, or to be taken elsewhere, must be paid for at the established rates. When leaving for the season, residents may take up to **2 bushels** at no charge.
- E. **Laundry:** Coin-operated washers, dryers, and clothes lines are provided. No other clothes lines are permitted except on home (not RV) sites.
- F. **Workshop:** A well-equipped wood-working shop maintained by the Palms Estates Fellowship is located at the west end of Canal Street. Hand tools and bicycles may be checked out according to posted guidelines.
- G. **Trash Disposal:** Trash and food scraps are to be put in trash bags and placed in cans provided in the RV park or in the dumpster located near the Maintenance Building. On Friday mornings during the winter season, resident volunteers pick up trash and recyclables placed at the curb. **Re-cycle items** are to be separated in untied bags. Heavy metal items can be taken to the north side of the Maintenance Building for disposal. **Nothing** is to be put on the **Burn Pile**. Pick up of yard waste can be arranged with the Office.
- H. **Storage:** There is off site storage available to residents for vehicles, boats and trailers in the area off North Drive. All items must be tagged with person's name and date of year stored. Metal tags are available at the Office. Any item left in the storage area for more than 3 years and not used will be disposed of at the discretion of Palms Estates.
- I. **Use of Community Facilities:** All group uses of the facilities must be scheduled as far in advance as possible through the Office. Activities of The Palms Estates Board of Directors and Fellowship have priority in scheduling. Residents and Church of the Brethren-related organizations may use the Fellowship Hall for a \$100 fee; other groups or private parties must be approved by the Park Manager and are subject to a fee of \$150. If use of the kitchen is desired, that must be specifically requested at the time of reservation and approved by the Fellowship Kitchen Committee. Supplies and foods stored in the kitchen are not available for use, except by prior agreement. If use of the pool is desired, that must be specifically requested at the time of reservation and the group must provide a certified lifeguard. All facilities are to be cleaned and returned to their prior condition after use. A charge will be made for any damage caused to the Palms Estates. Smoking or use of alcohol or illegal drugs is not permitted. All groups are subject to the noise policy and are to avoid creating disturbing noises of any kind at any time. Quiet time is observed from 10 pm to 8 am.

IV. BOATS, DOCKS, FISH CLEANING:

- A. **Boats:** A maximum of 1 boat per RV lot and 2 boats per home lot are permitted in the canal. All other water craft must be parked off North Drive. Air boats are not permitted.
- B. **Docks:**
 - 1. The size and location of docks must be approved by the Building/Grounds Committee
 - 2. Docks at or on a homeowner's site are considered the property of the homeowner only.
 - 3. Docks are not to be constructed at or on a homeowner's site except by the homeowner.
 - 4. Owners are responsible for maintaining their docks in a safe condition and have appropriate liability insurance.
 - 5. Any dock judged unsafe by the BGC will be removed at the owner's expense if not updated or removed by the owner within 60 days after notification.

6. Residents not on the canal may build docks at their own expense and may sell to other Palms Estates residents. Suggested sites, other than at a residence, are west of the foot bridge to the west property line of the Palms Estates, along the north side of the canal. Docks are not permitted on the south side of the canal except at home sites. Joint ownership is encouraged; when one party needs to give up their share, the other joint owner has first chance to buy. No resident can own more than one constructed dock at one time.
 7. Ownership of all docks must be recorded with the Park Manager.
- C. **Sea Walls:** are not required, but if built, must be the length of the property and at the owner's expense. Owner must obtain the required county permits.
- D. **Fish Cleaning:** is to be done in the Fish House only, with immediate clean-up of the area, and offal disposed of in the middle of the canal beyond the water-level measuring platform.

V. HOME AND RV REQUIREMENTS; SUBLEASING

A. Home Requirements:

1. See the Office for specific policies related to lease of a lot (#8), house construction (#4 and #5), manufactured home installation (#4 and #6), and repair or remodeling of a manufactured home (#7).
2. Outside additions or alterations to a home are to be made only after the design is approved by management and the Building & Grounds Committee (BGC), which will also monitor the quality of construction. Any construction and/or changes must enhance the general surroundings and they may be required to obtain a building permit. Related costs will be paid for by the resident.
3. Home Owners must keep their property in good repair, keep it clean and looking decent, and an asset to the community as a whole. Repairs that need to be made are the responsibility of the owner. Palms Estates is not responsible for maintenance, repair, or landscape care of residences other than the usual services rendered to all units. Maintenance staff is available to assist with minor repairs, when requested, at the current labor charge plus cost of the materials.
4. Homes must be occupied for a minimum of 7 days each season to insure the residence is in good repair and continues to be an asset to the Palms Estate community. If this occupancy requirement is not met for a period of 24 months, a penalty fee of \$2000 will be charged to the homeowner and if not paid, costs will be recovered at the sale of the property.
5. **Safety:** Each dwelling is to be equipped with at least one, preferably two, **fire extinguishers** in operating condition. **Type: ABC Size:** If two, 5-lb minimum. Located at front & back doors. Each home is to be equipped with at least one **smoke detector**, properly maintained. It is strongly recommended by county officials that there be a **water spigot** at opposite sides of each home with a hose easily accessible.
6. **Plantings** are to be located in consultation with the Park Manager so as to preserve free access and convenience in mowing and care. Year-round maintenance of plantings are the responsibility of the homeowner.
7. **All outside items** must be removed or tied down before leaving for the season to prevent damage during storms.
8. **Sale or Removal of Home:** Since residents of Palms Estates lease (and do not own) Real estate on which their home is located, the transfer of the lot lease must be coordinated through the Office. Homeowners and RV owners may not sell their home or RV to a buyer before informing management and adhering to the admission criteria and buyer approval procedures. Prior to settlement, (a) the Building and Grounds Committee must approve the home for sale, and (b) all potential buyers must be approved for residency. Once a home or RV is approved for sale, the park manager will send out to all residents

an E-mail, One Call or letter to notify them of an available home or RV. All fees continue and are the responsibility of the owner until the lot is completely cleared or until the end of the month of transfer. Any house that has been up for sale for more than 12 months without selling must be re-inspected annually by the Buildings and Grounds Committee. See the Office for specific policies related to the transfer of lot leases and sale of constructed, modular or manufactured homes (#10).

B. RV Requirements:

1. **Acceptable maximum dimensions (titled):** 102" x 40' long.
2. **Electrical service:** 30 or 50 amp is provided. No splitters are permitted except those in place as of March 2006.
3. **Holding Tanks** are not necessary but direct connection or rubber seals are required for each sewer hook-up.
4. **Slide Outs** must be self-supporting.
5. **Keep units and site** location tidy.
6. **Screened patios and/or screened rooms** on the renters' lot must be removed before leaving for the season.
7. **RV units on site year-round** are required to be **tied down**; **insurance** is highly recommended. **RV units** must be secured to the ground year-round in a safe and presentable manner. A minimum of **4 augers** must be in the ground with a minimum 4" diameter and be 3 ft. to 4 ft long with 5/16" diameter steel cables and cable clamps. This installation must meet the approval of the Buildings and Grounds Committee and Park Manager. Palms Estates reserves the right to move an unoccupied unit to another area of The Palms Estates Property. This statement will be enforced for the safety of all Palms Estates residents.
8. **Plants** must be potted, and placed so as not to interfere with mowing operations, and removed when the resident leaves for the season.
9. **All permanent outside storage** containers must be approved by the Buildings and Grounds Committee (BGC). The maximum exterior size allowed is 118 cubic ft. (HxWxD to the square) and it must be a neutral earth tone in color. Storage units may be placed on either side of the RV (except Lot #10 where the unit may be placed only on the east side of the RV) or in the rear of the RV on lots on Bramhall. Other lots may place a storage unit in the rear of the RV only if it is specifically approved by the BGC in consultation with the Park Manager. All storage units must be removed when the RV is off site and upon request of the BGC if deterioration occurs.
10. **All outside items** must be removed or tied down before leaving for the season to prevent damage during storms.
11. **Sale or Removal of RV:** If RV owners wish to sell their unit on site, the transfer of the lot lease must be coordinated through the Office. Prior to settlement, (a) the Building and Grounds Committee must approve the RV for sale, and (b) all potential buyers must be approved for residency. A lot lease may be terminated upon thirty (30) days written notice to the Park Manager. All fees continue and are the responsibility of the owner until the end of the month in which both the thirty day period has expired and the site is completely cleared. See the Office for specific policies related to the transfer of lot leases and sale of RV's (#10).

C. (#11) Subleasing of Home or RV:

1. Residents who own property in the Palms Estates may rent their property for no more than six months each year provided:
 - a. All fees are current.
 - b. The owner is in good standing and follows the proper rental procedures.

- c. The property is clean, in good repair, and looking decent. All existing appliances and equipment are maintained and operational, and if irreparable repair, or landscape care of residences that are subleased other than the usual services rendered to all units. Maintenance staff is available to assist with minor repairs, when requested, at the current labor charge plus the cost of materials. All charges are the responsibility of the owner).
 - d. The property is subject to yearly approval by management to ensure that the
 - e. Any maintenance, repair or replacement recommended by management must be
 - f. Property owner is responsible for contracting and cost of cleaning prior to and after rental by a professional cleaning service.
 - g. The ownership of a home or RV for rental purposes only by a resident or non-resident is prohibited.
2. Prospective renters must meet the same requirements as residents. The renters must go through the proper rental procedure (applies through the office) for approval and meet the criteria for approval.
 3. The owner is responsible for the payment of fees. The owner pays to Palms Estates 10% of the first month and 5% for each successive month of the rental fee from each renter.

VI. POLICY ON INDEPENDENT LIVING:

The Palms Estates was originally established and continues to operate as an independent living facility. The Palms Estates and its management are not responsible for providing health care assistance for a resident. At such time as assistance in activities of daily living is needed, plans should be made for alternate living arrangements elsewhere. These policies will apply to all persons who are residents of the Palms Estates. See the Office for the specific Policy on Independent Living (#16).

VII. VIOLATIONS

Willful violations of these rules and policies will be handled as follows:

1. A verbal warning will be issued.
2. One week later, a written warning will be hand delivered.
3. After two weeks, recommend expulsion to the Board of Directors.

VIII. AMENDMENTS

These Guidelines may be amended from time to time upon action by a quorum present at a duly authorized meeting of the Board of Directors.