

PALM BAY ESTATES R.O. ASSOCIATION, INC.

RULES AND REGULATIONS

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PALM BAY ESTATES R.O. ASSOCIATION, INC.

RULES AND REGULATIONS

**INTRODUCTION**

Welcome to Palm Bay Estates, a resident owned community. The following rules and regulations are intended for the comfort, welfare and safety of the residents and their visitors and for the purpose of maintaining the appearance and reputation of the community.

**I. GENERAL INFORMATION**

- 1.1 For the purpose of simplicity, the word "Association" shall mean Palm Bay Estates R.O. Association, Inc.; the words "Management" and "Office" shall mean the person or persons appointed and/or hired by the Association to manage the Community; the word "Community" shall mean all the land and buildings owned, operated and controlled by the Association. Palm Bay Estates is a 55+ senior community, therefore, there are several kinds of residency:
- A. **SHAREHOLDER:** A share may be purchased by someone of any age after passing a credit and criminal background check and a board interview. If the purchaser is under 55, they may not reside in the park unless it is with someone aged 55 or older. With purchase comes full use of the facilities and voting rights.
  - B. **RESIDENT:** A person aged 55 or over that resides with a shareholder. They must pass a credit and criminal background check and a board interview before they are approved. They may use the community facilities, but do not have voting rights. A resident may also be a renter of either community property or the property of a shareholder.
  - C. **CONDITIONAL RESIDENT:** A conditional resident is someone between the ages of 21-54 who is going to reside in the community more than 60 days with a shareholder. They must pass a credit and criminal background check and a board interview before they are approved. Their residency is to be reviewed by the board on an annual basis.
- 1.2 No soliciting or peddling of any kind shall be permitted within the Community without written permission from the Management.
- 1.3 The Association and Management shall be absolved from any and all liability to persons or property resulting from fire, theft, accident or any other cause whatsoever not directly or indirectly caused by the negligence of their agents or servants.
- 1.4 Residential waterfront and canal lots are for use by waterfront Residents only. However, waterfront Residents may allow other Residents the use of docks. The Management is to be notified of such arrangement. All boats shall be registered with the Office, and all docks and anything attached or affixed thereto shall be maintained by waterfront Residents.
- 1.5 Noise-producing tools and equipment, televisions, radios, stereos, motor vehicles and other types of loud, sound-producing activities and items shall be kept at a moderate volume at all times, particularly between the hours of 9:00 p.m. and 8:00 a.m. so as not to disturb the peace, quiet and comfort of the Residents.

1.6 Rents, maintenance fees, mortgage payments, storage fees and utility payments are due and payable on the first day of each month; and if not paid by the tenth day of the month, a late charge (as from time to time established by the Board of Directors) shall be assessed and added to the amount due. All payments shall be made by check. Any check returned by the bank because of "insufficient funds" shall result in an assessment (also as from time to time established by the Board of Directors) being added to the amount due.

1.7 Any mobile home owner in the Community may sell his mobile home, providing the intended purchaser qualifies for residency in the Community and has the written approval of the Association to become an owner. Such approval shall not be unreasonably delayed or withheld. Purchaser qualification, interview and approval must occur prior to completion of the sale. Before a mobile home is offered for sale, the intended sale shall first be registered with the Management. No mobile home shall be sold to or occupied by a minor. At least one (1) occupant of every mobile home must be fifty-five (55) years of age or older, and no permanent occupant shall be less than twenty-one (21) years of age, unless such occupancy commenced prior to the establishment of the Association.

1.8 Normal business hours at the Manager's office unless otherwise posted are:

Monday through Friday - 9:00 a.m. to 12:00 p.m.

The office is closed Saturday, Sunday and all legal holidays. A 24-hour answering machine (321-723-3353) is available for park business. In case of emergency, the emergency number is listed on the answering machine, in the directory, and posted at the office.

1.9 The U.S. Postal Service provides mail delivery directly to each mobile home. The owner of the mobile home shall provide a mailbox or mail slot, and street and lot numbers must be visible from the street.

1.10 The Association provides basic cable television, and the cost thereof is included in the maintenance or rental fee. External antennas must be registered with the Board and noted by the Management.

1.11 A waste disposal service provides trash collection twice weekly. Recyclable items and yard waste (trees, bushes, leaves, etc.) are collected weekly. All such items for collection are to be placed in appropriate containers at the edge of the street no sooner than the evening prior to the day of collection. All containers shall be placed in an area not visible from the street following collection. The collection of large items such as ranges, hot water heaters, refrigerators, furniture, etc. may be arranged by contacting the waste disposal service.

1.12 There shall be no external evidence of the conduct of any type of business within the Community.

## **II. SPEED LIMIT AND PARKING**

2.1 The speed limit in the Community is 15 MPH and must be observed at all times and will be strictly enforced.

2.2 All vehicles (cars, golf carts, and motorcycles) shall be parked in a carport or driveway area

owned or rented by the Resident or in off-street parking areas designated by the management. Parking in other driveway areas without written permission of the owner or renter is prohibited. Such permission shall be on file at the office. Overnight parking on the street and grassed areas is prohibited. All vehicles must have current tags and be in operating condition. Violators will be ticketed.

2.3 No commercial trucks and/or vans in excess of three-quarters (3/4) of a ton shall be allowed to park overnight in the Community.

2.4 The Management will assign designated areas for guest parking.

2.5 The parking or storage of boats, trailers or motor homes on individual lots is prohibited. However, residents leaving the Community for extended periods of time may park a vehicle or boat in a carport, providing the boat is covered and both are completely under the carport.

2.6 There are two areas in the park for boat storage. 1) The marina area is for the boats that are currently launched and retrieved by residents. (Definition: a boat or boat trailer that is moved or used at least once a year.) This area should be reserved for those owners who actively use their boats. 2) Any other boat or boat trailer that does not meet these requirements will be stored in the fenced boat yard on Indian River Drive. All vehicles, boats, and trailers stored in either location must have current licenses and registrations and be in good operating condition. Monthly charges will be assessed for each space in the storage area, and gate keys will be issued for a reasonable fee. Violations of this Regulation shall subject the owner to a daily fine of Ten Dollars (\$10) which shall be added to their monthly statement. Failure to meet total compliance with all the requirements of this Regulation within thirty (30) days from the date of initial violation shall result in the removal of the offending boat, trailer, vehicle, or motor home by the Management at the owner's expense.

### **III. COMMUNITY BUILDINGS AND FACILITIES**

3.1 The Clubhouse, shuffleboard courts, Bocce courts, swimming pool, waterfront, fishing and picnic areas are provided for the pleasure and enjoyment of the Residents and their guests. The use of the Clubhouse for private functions shall require written approval from the Management, together with a "cleanup/damage deposit" of One Hundred Dollars (\$100), which will be refunded following use, providing the premises are left in an undamaged and neat condition. The party using the Clubhouse shall be responsible for all damage to the building and its contents.

3.2 The Palm Bay Estates clubhouse is for the use of all shareholders for recreation and entertainment. The hours of operation are from 8:30 am to 10:00 pm. Any use after 10:00 pm must be approved by the board. Examples are: Board events, Social Club events, and emergencies such as hurricanes, floods, and extended power outages. The last person or group to use the clubhouse each evening is responsible to leave the clubhouse in its proper arrangement and clean, and to lock and secure all doors. If they fail to do so, they run the risk of losing their use privileges. Anyone in the clubhouse after 10:00pm will be considered trespassing and can be charged with the offense.

### **IV. MOBILE HOME SITES**

4.1 All mobile homes being moved into the Community require permits from the City of Palm Bay and from the Association and shall meet the following requirements: (1) be anchored within seven [7] days

and be skirted within thirty [30] days after being placed on a site; (2) have water meter placed in an in-ground meter box with shut-off valve installed ahead of the meter; (3) have an easily accessible capped PVC clean-out installed in the sewer line; and (4) have a removable hitch on said mobile home and have it removed as part of the installation process. Hitches on existing mobile homes shall either be removed or concealed.

4.2 All mobile homes, porches, carports, sheds, driveways and sites shall be kept clean, painted and in neat appearance and order always. Any damage to home, sheds, porches, carports, etc. must be repaired within 60 days of the date the damage was incurred. Before a mobile home is painted, written permission from the Office must be obtained regarding color. Failure to abide by this regulation, following written notification, shall entitle the Management to correct the violation at the owner's expense. Homeowners who want to make repairs to the seawall near their property need to apply for a permit from the Board and approval from the Seawall Committee before starting any work.

4.3 All new Florida or screen rooms, air-conditioners, heating units and heat pumps constructed at ground level shall be placed on an approved foundation in accordance with the City of Palm Bay Code. Elevated Florida or screen rooms may be constructed of treated or other weather-resistant material in accordance with said Code. The installation of window air-conditioners is prohibited.

4.4 Trees and shrubs may be planted by Residents providing written approval as to type and location is obtained from the Management. The maintenance of such trees and shrubs, including trimming, cutting and removal, shall be the responsibility of the Resident.

4.5 The Association provides mowing of lawns, and the cost thereof is included in the maintenance or rental fee. Edging, fertilizing, watering and weeding of lawn and flower gardens shall be the responsibility of the Resident; and if not properly maintained, the Management reserves the right to perform the required work at the owner's expense.

4.6 The drying of laundry is permitted on lot sites, provided it is not visible from the street or adjacent lots. Designated areas are also provided for outdoor drying of laundry.

4.7 Outside freezers, refrigerators, hot water tanks, washers and dryers must be covered and kept out of view.

4.8 The installation of temporary or permanent cabanas, porches, awnings, carports, walkways, steps, usage of concrete and external additions or alterations of any kind must be submitted to the Association for approval, together with a drawing of the intended work and an Association permit, prior to the commencement of any work. All such work shall conform to the City of Palm Bay Codes and may require a building permit from the City.

4.9 Tampering or attempting to repair utility connections is prohibited. Any problems regarding utilities are to be reported to the Management.

4.10 Minor repairing, on a short-term (7-day) basis, of automobiles, outboard motors or boats owned by Residents is permitted with prior written approval of the Management.

4.11 Propane gas is individually metered and supplied via underground lines. Except for barbecue grills, the use of propane gas for home usage from bottles, tanks or any other type of container is prohibited.

4.12 Residents intending to remove a mobile home from the Community shall give written notice of such intended removal to the Management not less than fourteen (14) days prior to the removal thereof. A Five Hundred Dollar (\$500) deposit must accompany the notice and shall be refunded providing the site is left in a clean condition, including removal of the concrete slab. Failure to give said notice shall result in the assessment of one (1) month's additional maintenance or rental fee to the Resident.

4.13 Upon the removal of a mobile home from a rented site (unless the renter is replacing the home), all the rights, title and interest in said site shall immediately be vested in the Association, which shall take full possession thereof without any obligation or responsibility whatsoever to the former renter.

4.14 No fences shall be allowed on any mobile home site.

4.15 Seasonal residents or departing residents are required to store, and/or anchor outdoor furniture, ornaments, potted plants, and any other unsecured features around their homes before departure. This requirement is due to our very variable winds and weather. It is meant to protect the homeowner, and their neighbors from possible damage from flying or relocated items on their property. Any violations will be charged \$20 per hour for the association's time.

#### **V. DOCKS, LIFTS, AND THE SEAWALL**

5.1 The combined width of the dock, boatlift and boat shall not exceed twelve (12) feet from the seawall.

5.2 Docks shall not be over three (3) feet in width.

5.3 The length of the dock and lift shall not exceed twenty-five (25) feet.

5.4 The maximum height of the lift shall be no more than six (6) feet above the seawall.

5.5 To decrease the visual obstruction of the canal for neighbors, boats on the lift shall be elevated only to the level required to keep the keel and propeller clear of the expected high-water level.

5.6 Only one lift per lot will be allowed.

5.7 Docks and boatlifts shall not be attached to the seawall.

5.8 Pilings in the canal must be a part of the dock and lift structures.

5.9 The size of pilings shall not be over twelve (12) inches in diameter.

5.10 Storing boats on lifts for long periods of inactivity is not allowed.

5.11 Owners are responsible for obtaining permits from the Office and from the City of Palm Bay as necessary for all docks, lifts, and the seawall. Building permits for work to be done on or near the seawall must be approved by the Board of Directors and the Seawall Committee.

5.12 Docks adjacent to the park seawall will be inspected on a regular basis for proper maintenance and safety as determined by the Seawall and Dock Committee.

## **VI. SIGNS**

### **6.1 DEFINITIONS**

6.1.1 The word “sign” shall mean any permanent or temporary structure, device, letter, word, model, banner, pennant, insignia, trade flag or other such device that is used for advertising purposes or to inform the public.

6.1.2 The words “Real Estate Sign” or words of similar import shall mean a temporary sign that advertises property as being for sale, rent or lease.

6.1.3 The words “Yard Sale”, “Accessories for Sale” or words of similar import shall mean a sign which advertises for sale bric-a-brac, knickknacks, gimcracks, miscellaneous small tools and other items of new or used personal property which may have been made or acquired on or off the premises upon which they are being sold.

### **6.2 PERMITTED SIGNS**

6.2.1 “Stop”, “Yield”, “Caution”, “Speed Limit” and signs containing words of similar import may be installed along the ways within the Community to control and protect residents and guests, providing their location and size are first approved by the Board of Directors.

6.2.2 Signs identifying common buildings and/or property such as “Clubhouse”, “Swimming Pool”, “Shuffle Board Courts”, “Bocce Courts”, “Office”, “Boat Storage Area” and signs containing words of similar import may be installed at such identifying locations, either attached to the exterior wall of a building or supported by a post or other structure, providing their location and size are first approved by the Board of Directors.

6.2.3 Signs specifying regulations regarding the use of common buildings and property such as “Swimming Pool Regulations” may be installed at such locations, either attached to the exterior wall of a building or supported by a post or other structure, providing their location and size are first approved by the Board of Directors.

6.2.4 Signs that advertise a mobile home for sale, rent or lease shall be displayed only on the inside of a window, screened room or porch of the home affected. Only one (1) such sign shall be permitted for each mobile home, and such signs shall not exceed eighteen (18) inches by twenty-four (24) inches in size. The owner of a mobile home that does not have an appropriate window, screened room or porch to display such a sign may apply to the Management for approval to install such sign at some other location upon the premises being sold. Such approval will not be unreasonably withheld or delayed. Signs that advertise a mobile home “For Sale by Owner” or “For Rent or Lease by Owner” shall be obtained from the office and shall have posted with it the park rules for selling or transferring homes.

6.2.5 Signs that advertise an “Open House” may be attached to the exterior wall of a mobile home or supported by a post or other structure and may be maintained as long as there is a sales agent on

the premises. Such signs shall not exceed eighteen (18) inches by twenty-four (24) inches in size, may be double-faced and may be visible only during daylight hours. When such a sign is supported solely by the ground, the top portion of the sign shall not exceed a height of thirty-six (36) inches above the surface of the ground.

### **6.3 PROHIBITED SIGNS**

6.3.1 Signs containing the words "Yard Sale", "Accessories for Sale" or words of similar import.

6.3.2 Any other type of sign not hereinbefore described, set forth or permitted shall be deemed to be prohibited.

## **VII. ASSIGNING AND SUBLETTING**

7.1 At least one (1) occupant of every mobile home must be fifty-five (55) years of age or older, and no occupant shall be under the age of twenty-one (21) years unless such occupancy commenced prior to the establishment of the Association.

7.2 Shareholder owners of mobile homes shall be allowed to rent them with prior written approval from the Management. Persons intending to rent must meet park qualifications, have credit and criminal background checks completed and be interviewed prior to renting. Leases or rental agreements shall not be less than three (3) months in duration. Renewals of same shall require the written approval from the Management. Shareholders shall retain responsibility for maintenance and financial liability, including county rental taxes.

7.3 Renters are prohibited from assigning or subletting any interest in a mobile home.

7.4: A Caregiver is someone (close family member) who will reside in a resident's dwelling for a short period of time, or protracted time, rendering medical or physical assistance to the resident.

7.4.1: Short Term Caregiver- This person will be allowed to reside in the resident's dwelling after board approval for a short term (30 days with two extensions for a total of 90 days max).

7.4.2 Long Term Caregiver- Because Palm Bay Estates is a 55+ residential community, there will be occasion when a caregiver has to reside with a resident long term (longer than 90 days). If this is the case the board is to be notified about the resident's need via a doctor's letter of verification of this need, and request will be made to the board for consideration. This Caregiver must go through the Board's resident procedure (paying the fee and having the background check and interview with Board). The caregiver must abide by all the rules and regulations of PBE, and the caregiver does not have the same rights as a shareholder (example: voting rights, pool and amenity use, guests or visitors). Caregivers reside at Palm Bay Estates to assist a resident and as such, cannot use the facilities unless doing so is in the auspices of giving care. Upon the relocation of the resident (example: to an assisted living facility, nursing home, hospice, or the demise of the resident) the caregiver will have 30 days to settle things with the home and vacate the residence. If the caregiver is age 50 or older, and the owner has transferred the home to them, the caregiver has to go through the normal new resident application process, and obtain Board approval to be a shareholder.



## **VIII. SWIMMING POOL REGULATIONS**

8.1 All rules and regulations established by the Florida State Board of Health with respect to the operation of a swimming pool are incorporated herein and made a part hereof by reference.

8.2 The Association and/or Management do not provide a lifeguard. Therefore, all swimming is at the "swimmer's own risk."

8.3 Showers are required before entering the pool. Anyone using suntan lotion or oil must remove same prior to entering the pool.

8.4 Children under eighteen (18) years of age must be supervised at all times while in the pool area by a parent, grandparent or adult Resident. Children in diapers or under three (3) years of age are not allowed in the pool.

8.5 Persons with open sores, rashes or abrasions are prohibited from entering the pool.

8.6 Food or beverages are not allowed on the lower pool deck, and glass containers are prohibited from the pool area.

8.7 The use of the pool is restricted to Residents and their guests.

8.8 All day or overnight guests using the pool must be registered with and possess an ID tag issued by the Management. All non-residents, excluding children and grandchildren of Residents visiting in the Community, shall register with the Management and shall not be allowed use of the pool more than fifteen (15) times annually.

8.9 Residents shall comply with the pool regulations posted at the pool area.

8.10 Pool cannot be used unless the pool cover is completely rolled up.

## **IX. GUESTS**

9.1 GUEST: A guest is someone who is visiting a shareholder overnight, or up to 30 days total per year. They must be registered by the shareholder in the office. A shareholder can request up to a 30-day extension provided the guest passes a criminal background check and is approved by the board. They can use community facilities as long as they are with the shareholder, or have a recreational wristband, available in the front office. All guests, whether staying overnight or longer, are required to be registered with the Office. Forms are provided in a box located at the office. They shall be completed and dropped into the mail slot if the office is closed.

9.2 Guests, when visiting a Resident, shall be registered with the Office and shall not visit longer than thirty (30) consecutive days or thirty (30) days per year without the written permission of the Board of Directors.

9.3 Children under eighteen (18) years of age, who are guests, shall not be allowed to roam unattended through the Community.

## **X. ANIMALS**

10.1 Each household [defined as all those persons living in one (1) mobile home] is permitted to have one (1) pet animal (dog, cat, bird, reptile, etc.); which must be registered with the Office. Dogs weighing over forty (40) pounds at maturity and working and sporting dogs from the American Kennel Club Classes, or any mix thereof (i.e. German Shepard, Doberman-Pincer, Boxer, Pit Bull, etc.) are not allowed in the Community. The only exceptions are Certified Service Dogs. A copy of the certification must be supplied to the Office and placed in the owner's file. No kind of large reptile (i.e. Boa, Python, Iguana, etc.) will be allowed in the Community.

10.2 Dogs, when outdoors, must be leashed at all times; and any person walking a dog must pick up and properly dispose of the animal's waste.

10.3 Animals are not to be left tied outside under any conditions.

10.4 Noisy animals (defined as constant barking, howling, yipping, etc.) are prohibited.

10.5 Dogs and cats are not allowed to stray or roam freely.

10.6 If any of the above rules are violated or if any animal has become a nuisance as determined by the Management, the owner shall be given a written notice directing that the violation be corrected or the nuisance abated within a reasonable period of time. If the violation or nuisance continues after notification, the Management may cause the animal to be removed from the Community at the owner's expense.

## **XI. GOLF CARTS AND MOBILITY SCOOTERS**

11.1 The operation of a golf cart or mobility scooter within the Community must follow the provisions of 2.1.

11.2 No person under the age of eighteen (18) shall operate a golf cart or mobility scooter within the Community unless accompanied by a Resident.

11.3 In order for a golf cart to be operated after sundown, it shall have the following equipment:

11.3.1 Two (2) operating headlights mounted on the front of the cart,

11.3.2 An operating red light mounted on each rear fender;

11.3.3 A rear view mirror; and

11.3.4 A horn or other sounding device sufficient to warn pedestrians of the approach of the machine.

11.4 All mobility scooters must have an attached eight-(8) foot antenna or rod with a brightly colored pennant attached at the top thereof, and shall not be operated after sundown unless equipped with operating lights.

11.5 Violations of this Regulation shall result in loss of the privilege to operate a golf cart or mobility scooter within the Community.

## **XII. COMPLAINTS AND SUGGESTIONS**

12.1 All complaints and suggestions must be in writing, signed by the party making the complaint or suggestion and submitted to the Office. The Office will endeavor to maintain the confidentiality of the persons filing complaints and suggestions and their subject matter as is appropriate in the circumstances.

12.2 The Association and Management will not mediate disputes between residents unless the subject matter of the dispute affects the well-being and tranquility of the Community.

## **XIII. POSTING LOCATIONS**

13.1 The following places are designated as locations within the Community for the posting of official documents by the Association or Management: (1) Bulletin boards located in front of the Office on Indian River Drive, and on the northeast corner of Turkey Creek Drive, and the bulletin board attached to the exterior southeast side of the Club House; (2) the front door of the Office.

## **XIV. APPLICABILITY**

14.1 These rules and regulations are applicable to all residents, guests and to all other persons lawfully entering the Community.

## **XV. LEGAL FEES AND COSTS**

15.1 In the event the Association engages the services of an attorney, or proceeds with court action for the purpose of enforcing these Rules and Regulations, the person or persons found guilty of violating any of said Rules or Regulations by a court of competent jurisdiction shall pay to the Association, in addition to any fines or penalties imposed by the court, all reasonable attorneys' fees and court costs incurred by it in the prosecution of said cause.

## **XVI. AMENDMENT**

- a. The Association's Board of Directors may amend these Rules and Regulations at any time as provided by state statutes. Public meetings of the Rules and Regulations
- b. Committee shall recommend changes and file the amended Rules and Regulations with the State of Florida, Department of Business and Professional Services. In such event, notice will be given to all Residents ninety (90) days prior to the effective date of any change.

Effective Date: December 7, 2016

If you have any further questions, please refer to your Master Occupancy Agreement ("Blue Book")