

BEACHWAY PARK, INC RULES & REGULATIONS 2024

Welcome to Beachway. All reasonable means have been taken to ensure that your residency here is pleasant and enjoyable. We are required to be compliant with: Federal, State and Local laws and Ordinances.

The following rules and regulations are provided to protect the health, safety, welfare, property & privacy of our residents. Consideration and courtesy to others, plus your compliance in maintaining an attractive home will help sustain the high standards of this community.

PLEASE READ THESE RULES CAREFULLY

These rules may be amended from time to time by Beachway Park, Inc. (the “Association”) according to the method set forth in the Association’s Bylaws Rule 17. Your cooperation will be appreciated.

Rule 1A – RESIDENCY

Prior approval. All prospective shareholders and renters must be screened and approved for residency by the Association. All prospective shareholders and renters must fill out a criminal Background Check application and pay a non-refundable fee.

A written residency application must be completed and submitted, together with proof of age and valid photographic and signature identification, to the Association prior to taking possession of a Unit or Lot.

The Association requires any prospective shareholder or renter to appear before the Development Committee for an interview, either in person or electronically. The prospective shareholder will sign an agreement that they have read The Rules and Regulations, Bylaws and Master Occupancy Agreement. When the prospective shareholder is not present for the meeting the agreement will be signed and notarized.

In accordance with the Fair Housing Act, The Association maintains a census of all residents of the park and maintains a Fair Housing Act Plan.

No residency application, nor any sale, lease, or transfer of a mobile home, lot site or cooperative unit will be approved unless one (1) occupant is at least fifty-five (55) years of age. All other occupants must be fifty (50) years of age or older.

In the event, that a unit or lot or mobile home is bequeathed or inherited, title thereto may transfer to the new owner.

However, such transfer of title does not grant authorization from the Association to reside at the unit or lot or mobile home in the park. All prospective residents must meet the Association's age and residency requirements before being approved for residency in the park.

Occupancy restrictions. State laws and local ordinances restrict occupancy to no more than two (2) persons per bedroom in any mobile home. Therefore, no more than two (2) permanent persons per bedroom are allowed in any mobile home in the park must meet age requirements of rule 1. Also Article 4 Use of Premises In Master Occupancy Agreement

Rule 1B - Selling and Renting Units:

Any shareholder or agent, (acting on behalf of a shareholder) seeking to rent or sell a unit must have the potential shareowner or renter complete the Association' "Background Consent Form" and submit same to the association for completion of a background check, at the (Potential shareholder or renter's expense.). No background check is required for previous renter(s).

The Association will grant or deny approval after receipt of background check within five business days exclusive of weekends and Association holidays.

No shareholder or agent shall execute a rental or sales agreement with any prospective buyer(s) or renter(s) or allow any person(s) to occupy a unit without prior written approval from the Association.

Background checks shall include, at a minimum:

Criminal Check – National/International

Sex Offender Check – National/International

The criteria for denial of occupancy will be:

Conviction of a first- or second-degree felony, registered sex offender/predator, as defined by Florida statutes at the time of the offense.

Conviction of the above unless out of prison 10 years and if record clean since last incarceration.

Further information is given under Rule 16.

Owner responsibility. The shareholder will ensure that any of their renters, tenants and guests comply with and abide by the terms of the Association's Bylaws and Rules and Regulations.

In the event of a violation the shareholder may be held responsible legally and financially.

Rule 2 – CHILDREN

In the absence of shareholders, their sons and or daughters who are 21 years of age or older, or shareholders' brothers or sisters who are 21 years of age or over, may, with or without their families, reside in the shareholders' home for a period not exceeding two months per year.

Persons under the age of 21 are not permitted in the clubhouse or recreational areas unless accompanied by a shareholder, renter or a guest except to use the bathroom. Children under 21 years of age may not remain overnight in the park unless accompanied by a shareholder or renter.

Persons under the age of 21 may not remain overnight in the park unless accompanied by a shareholder or a renter.

Prior to the arrival of persons under the age of 21, shareholders must notify the Park Office, in writing or email, of the name, relationship, and length of stay for each child temporarily residing in the park pursuant to this rule.

Upon arrival in the park, persons under the age of 21 must report to and register at the park office, at which time they will be provided with orange wrist bands to be worn all the time they are in the park. In the event the office is closed, report to the office when it is reopened or report by email, telephonically or a note in the mail slot.

Rule 3 – GUESTS & FAMILY

All guests must abide by these Rules & Regulations. Shareholders and renters are responsible for the actions of their guests and for observance of the Rules & Regulations by guests. Parents are allowed to reside with the shareholders but must obtain approval pursuant to Rule 1 - Residency.

No visitors or guests other than immediate family members will be permitted to occupy mobile homes in the absence of the mobile shareholder.

Shareholders who violate this rule can be fined in accordance with Rule 14.

For clarification, the purposes of these rules immediate family members are defined as parents, son, daughter, children, grandchildren, sister, brother, and their spouses and their children.

Rule 4 - DOMESTIC HELP

Domestic help may be employed but must not remain in the park overnight unless approved by the Board of Directors.

The Board of Directors may grant permission for qualified, bona fide caregivers to occupy dwellings in the park on a temporary basis for the purpose of providing health care services to lawful occupants.

The Association reserves the right to require written confirmation from a licensed physician of the need for such home health care services.

Rule 5 – RENTING

No renting of a mobile home will be permitted without the prior written approval of the Development Committee, who shall interview all prospective renters.

Renting will not be approved unless at least one renter is fifty-five (55) years of age or older, and all other occupants must be fifty (50) years of age or older.

Any shareholder or agent, (acting on behalf of a shareholder) seeking to rent a unit must have the potential renter complete the Association's "Background Consent Form" and submit same to the association for completion of a background check, at the (Potential renter's expense.). No background check is required for previous renter(s).

It is further required, that all renters be interviewed by the Development Committee and sign a document indicating they have received and read the Association's Rules and Regulations and agree to abide by them.

The rental term is for six (6) months during the rental period described below.

A unit may be rented only once during the rental period described below.

An application for time extension must be received by the Board of Directors in time for a review at a regularly scheduled Board of Directors meeting.

An application for time extension may be refused by the Board of Directors for just cause, including a history of material violations of these rules.

Renters may rent for up to six consecutive months only during the published season.

A shareholder (not living in Park) who has a mobile for sale is allowed only one rental during this period of selling their home no matter how long the property is for sale.

Renters must report to the park office within twenty-four (24) hours of occupying the rented mobile home via in person, writing, telephonic or email.

Any persons residing in a mobile home without the shareholders being present are either renters or immediate family members.

Shareholders must be owners for one (1) year before being allowed to rent.

That the rental period for Beachway is designated be from November 1st of one year until May 31st of the following year inclusive, a period of seven (7) months in total.

That there be a maximum of fifteen (15). The fifteen (15) permits will be awarded on a first-come first-served basis.

Each hardship request should be accompanied by proof of hardship and would be renewable on a year-to-year basis subject to approval by the Board.

Hardship permits to rent can be in addition to the maximum fifteen (15) yearly permits to rent.

That in all subsequent years (yearly rental) permits be awarded to shareholders who were denied the prior year.

Rule 6 - MAINTENANCE ASSESSMENTS DUE

All maintenance fees due the Association are due and payable on the first day of each month. All payments are to be made in US funds and must be received by the first of the month.

A \$25.00 late fee will be assessed if payments are not received by the fifth (5th) of

each month.

Returned checks will be assessed a return check service charge equal to the greater of \$25.00 or five percent (5%) of the face amount of the check.

Maintenance assessments may be made in advance. Postdated checks are acceptable. Non-payment of maintenance fees is cause for eviction and/or foreclosure of the shareholder's interest in the Association and their unit, lot, and mobile home.

Rule 7 - UTILITIES

Electricity is provided by Duke Energy.

Spectrum, Verizon or Vendor of your choice provides telephone, cable, and internet.

Natural Gas service is provided by TECO.

The cost of electric, telephone and cable tv/internet are the responsibility of the shareholder.

Water, gas, sewer service, landscaping and trash pickup are provided by the Association at no additional cost.

The Laundry is owned and maintained by the Association, and its use is for shareholders, renters, and guests only. Hours are posted in the Laundry. Please clean up after yourself. Clothes lines are permitted within mobile homes, driveways, and porches.

Shareholders must obtain written approval from the Grounds Committee regarding installation of umbrella type clothes lines and Satellite Dishes as to placement.

Rule 8 - GROUNDS AND LAWNS

The planting of shrubs, bushes, trees, flower gardens, and vegetable gardens, installation of walks, walls, paths, and fences in the common areas of the park is strictly prohibited without the express written permission of the Grounds Committee.

Removal of trees or shrubs needed for renovation or additions to the Mobile home, will be at shareholder's expense.

Written permission must be obtained from the Grounds Committee to plant around

mobile homes in the park.

All ground plantings (i.e., those not maintained in a planter, pot, or other separate container) become the property of the Association and may not be removed without the prior written permission of the Grounds Committee.

No tree or shrub will be removed without first obtaining all permits or licenses required by state or local government agencies if needed.

The terms and conditions of all tree removal permits shall be complied with at the expense of the person or entity in whose name the permit is obtained.

Mobile home parks, by necessity, contain numerous underground pipes and wires. Therefore, no digging of any kind is permitted without the prior written consent of the Grounds Committee.

No driving/parking on common ground around the mobile home by residents or their agents.

All outside water faucets must be turned off daily.

Regulate the flow of water so it does not go against your neighbor's house.

All hoses and watering devices must not be left where they will hinder the work of the maintenance crew. Water shall not be used in a wasteful manner.

The Board of Directors and their committees reserve the right to access to all lots for the purpose of inspection and utility maintenance.

Rule 9 - GARBAGE

Garbage, trash, and recyclables are to be placed in receptacles provided by the City of Gulfport and placed on the curb as instructed by the city. Burning of trash is not allowed.

Rule 10 - THE MOBILE HOME

When leaving for 14 days or more anyone occupying the unit must

- (I) turn off the water,
- (II) remove all items from the outside of the mobile home nothing is to be left out

at the mobile home except cars, campers, rv's utility trailers and boats owned by the shareholders.

- (III) If items are left out, the association reserves the right to remove and dispose of the items at the owner's expense.

Maintenance: Maintenance of the mobile home is the responsibility of the shareholder. Shareholders must comply with all applicable laws, ordinances, and regulations of Federal, State, County and City, as they may be amended from time to time.

Maintenance items do not need of approval of the Association unless they alter the footprint of the unit.

Cleanliness: Each shareholder will keep his or her unit in a good state of preservation and cleanliness and will prevent the accumulation of material that will constitute a danger or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the common area or other units.

There needs to be room for one full sized motor vehicle in the driveway, only a set of outdoor furniture, not meant to be additional living space, not meant to be an extension of inside living, is to be in a driveway

Storage: No boxes, refrigerators, washers, or dryers, etc., are permitted on open patios, carports, or outside the home or utility room except cars, campers, rv's, utility trailers and boats owned by Shareholder, which fits in the driveway. No storage of any kind is allowed under the mobile home.

Anchoring, Blocking & Skirting: Tie-downs and blocking are required and must comply with all State, County, City, and other governmental laws, ordinances, and rules. Skirting is required on all mobile homes.

Construction: Any damage to a mobile home by the elements of nature is to be replaced to its original form except previous construction that was approved by the Board of Directors, except for maintenance for the mobile home. Routine maintenance to the mobile home does not need approval as addressed previously.

All other construction, including, but not limited to awnings, cabanas, carports, patios, screened-in additions, and sheds, must be approved by the Association's Development Committee.

All construction must comply with all governmental regulations, including, but not limited to, compliance with applicable building codes.

The shareholder is responsible for all loss or damage caused by construction performed at his or her direction.

The Association may require the shareholder or contractor to post a security deposit or performance bond prior to commencement of construction.

The shareholder is responsible for obtaining and paying for all permits required by governmental agencies for installation, alteration, maintenance, and repair work performed on the shareholder's mobile home, attachments, appurtenances, or site.

All repair work required by any governmental law, ordinance, or regulation to be performed by a Florida licensed contractor shall be performed only by a Florida licensed contractor holding a valid Florida license for the type of work to be performed.

The Association will not consent to or enter into any agreement for services or materials to be provided to any mobile home not owned by the Association, or any mobile home site not in the possession of the Association, which would result in the filing of a construction lien ("mechanic's lien") against Association property.

All mobile homeowners are hereby given Notice that the Association will object to any Notice to Owner directed to the Association for work to be performed on any mobile home or mobile home lot or site not owned by and in the possession of the Association which work was contracted for by the mobile homeowner

Removal of Mobile Home. Any shareholder who lawfully terminates his or her lease and intends to remove his or her mobile home from the park shall provide to the Association not less than sixty (60) days prior written notice of intention to remove his or her mobile home from the park.

The shareholder shall be responsible for any loss or damage caused by removal of his or her mobile home.

The Association shall have the right to require a US \$2,500.00 damage deposit before removal begins.

The shareholder is responsible for properly securing utility lines, removing debris, and leaving the mobile home site in a clean and orderly condition.

The shareholder shall not remove damage or destroy the foundation slab.

Installation. Installation of the mobile home requires the prior written permission of the Association. The mobile home must be in good condition, at least twelve (12) feet wide, and have at least 480 square feet of gross living space, not including sheds, porches, carports, and screened rooms. Installation must comply with all governmental requirements, including, but not limited to, zoning and setback requirements, and anchoring and tie-down requirements.

The shareholder is responsible for site preparation, utilities connections, including any upgrades necessitated by the installation, all costs of installation, and for any loss or damage caused by installation of the mobile home.

The Association may require the shareholder or contractor to post a reasonable security deposit or a performance bond prior to commencement of installation.

Rule 11 - RESPONSIBILITY

The Association, its officers and employees are not responsible for loss or damage caused by accident, Force Majeure, flood, fire, injury, theft, act of war, to any mobile home of shareholder's or their family, renters, guests.

The Association shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by shareholders their families, renters, guests or invitees, or any person who may be at any time using or occupying or visiting the Association property or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the shareholder or any renter or visitor of any portion of the premises.

Rule 12 - INSURANCE

The Association maintains a policy or policies of insurance on the common property of the park as required by law.

All shareholders are given notice that the Association's insurance policies do not insure mobile homes not owned by the Association. Every shareholder is encouraged to obtain and maintain adequate Personal Liability insurance, on his or her mobile home. Including attachments and appurtenances.

Rule 13 – COMPLAINTS

Complaints, suggestions, or recommendations must be submitted in writing to the appropriate Chair of the Board of Directors and must be signed by the complainant. However, before such complaint is reviewed, complainant must have a verbal discussion with the complainee to try and resolve any issues. Only then will the Development committee review the complaint. Complaints, suggestions, or recommendations must be submitted in writing via a sealed envelope to the appropriate chair and must be signed by the complainant and be a valid complaint

When addressing the complaint, whether to the board or the shareholder that the complaint is directed towards, anonymity will be insured to the complainant.

No verbal complaints will be acted upon.

All accepted complaints will be presented at the next regularly scheduled board meeting

Rule 14 - RULES ENFORCEMENT

The Association may levy reasonable fines against a shareholder for failure of the Shareholder, his guest, visitor to comply with any provision of the Association's documents or reasonable rules of the Association.

No fine shall exceed \$100.00 per violation.

However, a fine may be levied based on each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall taken together exceed \$1,000.00.

No fine may be levied except after giving reasonable notice and opportunity for a hearing to the shareholder and, if applicable, his or her renter or invitee.

The hearing shall be held before a committee of three shareholders appointed by the Board of Directors, who are not currently members of the Board of Directors or officers in the corporation.

If the committee does not agree with the fine, it shall not be levied.

The party against whom the fine is to be levied shall be afforded an opportunity for hearing after reasonable notice, and said notice shall include:

Statement of the date, time, and place of the hearing.

A statement of the provision of the lease, Association bylaw, or rule which has allegedly been violated.

Short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

Rule 15 - VEHICLES

Parking of vehicles. Vehicles in violation of these rules may be towed at car owner's expense

During the day vehicles may be parked in driveways, parking lots and on the street.

Vehicles may never be parked on common ground in front of or around homes.

Overnight vehicles must be completely in driveways or in shuffleboard lot.

A permit is required to park overnight in shuffleboard lot and must be displayed in cars parked overnight.

Cars without permits will be towed at the car owner's expense.

Recreational Vehicles (RVs), campers- if the shareholder's RV or camper does not fit in the driveway, shareholders may park RVs or camper for five nights for the purposes of packing and unpacking in the shuffleboard lot.

Non-resident RVs may not be parked overnight in public areas or on streets.

Commercial Vehicles: Commercial Vehicles and Trailers may be parked in public areas or on streets if they do not impede the flow of traffic during daytime hours
Commercial vehicles must be towed if broken down on the street.

Car Maintenance. Major mechanical repairs, other than emergency procedures shall not be performed in the park.

Hand washing of cars is permitted using park ground water only.

Permission may be granted by a shareholder to another shareholder to park a car in their carport, and or while they have guests for an extended period with written notification or email given to the Office.

Rule 16 - SALE OF HOMES

•All new purchasers of a mobile home or any vacant lot in Beachway Park after March 28, 2024, shall pay a New Buyer Capital Improvement Fee in the amount of \$2000.00 USD. This payment shall be deposited in a separate capital reserve account, the New Buyer Capital Improvement account, for Beachway Park Inc. Withdrawals of such funds from the New Buyer Capital Improvement account are exclusively for capital expenditure projects approved by the Board of Directors and itemized on the Board of Directors Capital Expenditure Project List. Exempt from this New Buyer Capital Improvement fee are share transfers between immediate family members (Reference rule 3 , Rules and regulations, family members) and bequeathed or inherited shares. No lease or share transfer shall be approved or issued until such funds have been received by Beachway Park, Inc. and have been deposited in that account.

The Association acts as transfer agent for the transfer of shares in the Association, and therefore the Park office will notify the Development Committee and provide the owners with the procedures for transferring interests in the park.

Any shareholder or agent, (acting on behalf of a shareholder) seeking sell a unit must have the potential shareowner or renter complete the Association' "Background Consent Form" and submit same to the association for completion of a background check, at the (Potential shareholder's expense.).

All potential shareholders must be approved by the Development Committee of the Association before they will be allowed to reside in the park per By-Laws.

The Association does not act as broker, or dealer for the sale of mobile homes. Shareholders may act as their own agent to sell their own home or list their home with a licensed real estate broker.

Shareholders acting as their own agent are responsible for compliance with the Rules & Regulations of the Association regarding age and other residency requirements and

shall notify potential shareholders of the Rules and Regulations and their required compliance therewith.

Shareholders using licensed Real Estate Brokers or other agents shall provide such agents a copy of the Rules & Regulations.

Shareholders shall notify the Park Office within five working days, in writing, of their intent to sell their mobile home, at least two (2) working days before taking any active steps toward the sale or advertising of the unit or mobile home, or otherwise placing the unit or mobile home on the market.

Mobile homes for sale, and their location in the park, may be posted on the Association's bulletin board at the Shareholders request.

Shareholders must be owners for one (1) year before being allowed to sell the unit. Exceptions to this:

1. The death of the owner and those that inherit the unit are not on the lease being allowed to sell the unit.
2. Health reason (documented) that prevents the current owner from occupying the unit.

Rule 17 - POSTING OF SIGNS

For Sale signs are limited to one (1) window sign in the mobile home. Items for sale shall not be set outside of units, lots, or mobile homes, but advertising for such items may be posted on the bulletin board located in the laundry room. There will be no "yard" or "garage" or other outdoor sales, to include "free-items" at mobile homes.

Items for sale will not be set outside of units, lots, mobile homes, or on common ground.

Items for free may be set in the driveway, must be put in the carport or inside at night.

A maximum of two Flags or banners on individual mobile homes is allowed except for "for sale" banners and signage addressed previously. No political flags or banners are allowed.

Installation of flagpoles must have prior approval before erection.

Rule 18A – RESTRICTIONS

Nothing shall be attached to or secured on the Park's boundary fence.

Charcoal and wood fires are prohibited, propane gas grills and propane fire rings/tables are permitted. Permission from the board is required to install natural gas grills

All new and replacement natural gas appliances and heating equipment must be installed by licensed natural gas installers in a manner that is not on common property, poses no fire threat, and allows easy disconnect and turn-off of the appliance.

No gas clothes dryers are permitted in the unit, lot, or mobile home property.

Air conditioners that have a gas heating unit to replace the furnace are allowed.

Except as provided under the Rules and Regulations promulgated by the Board from time to time. Shareholders shall not keep, raise, or breed any pet or other animal, upon any portion of the Beachway Park Inc. property.

Shareholders, renters, or guests are not permitted to keep pets or bring pets or animals of any kind onto the Beachway Park Inc. property. This requirement is addressed further in Rule 18 B

No shareholder is permitted to keep any pets other than fish in tanks and birds in cages, kept inside the mobile home only, and then only with prior written permission of the Board. No shareholder may keep more than two (2) pets.

Permission to keep a pet in one (1) instance is not blanket permission in any other instance and any such permission may be revoked at any time at the sole discretion of the Board.

The shareholder shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the park.

If any animal becomes obnoxious to shareholders, such as by noise or odor, or otherwise constitutes a nuisance or a danger, the shareholder must promptly cause the problem to be corrected; or if it is not corrected, the shareholder, upon written notice by the Association, will be required to remove the animal from the park.

The Board may promulgate Rules and Regulations from time to time regulating pets, only as permitted within this section.

No animal pens of any kind are allowed outside of the unit whether on your property or on common grounds. No animal will be tethered by any manner outside of the unit. ESA and SERVICE ANIMALS will be kept inside the unit.

Rule 18 B – Animals

Restriction. Beachway has a no animal/pet restriction. However, this may be amended from time to time by the Board, but only when, a majority of the owners, at the meeting at which the amendment is considered approve the rule.

Any future amendments to the Animal section will require a similar vote of the membership pursuant to Article III Board of Directors Section 14 of the Current by-laws.

Beachway Park Inc. must comply with all Federal, State, County and City Regulation and ordinances

Accordingly, Service Animals (SA) and Emotional Support Animals (ESA) must be accommodated.

BY DEFINITION, AN SA OR ESA IS NOT A PET.

If an SA or ESA is found to be a nuisance either through noise or other reason, and a formal complaint is made to the board; the board, based on the severity and validity of the same, and after the owner has been made aware, can order the owner to remove the animal from the park.

No animals are allowed where food is being prepared.

Service Animals and Emotional Support Animals when outside the unit must either be on a leash or under direct control of the owner.

Service animals are allowed to go wherever the owner is permitted to go including pool side.

Emotional Support Animals are allowed to go wherever the owner is allowed to go with poolside being the exception.

The feeding of feral or stray animals is strictly prohibited. Violators of the rule will be subject to provisions of Rule 14.

Rule 19 – MEETINGS OF SHAREHOLDERS.

The clubhouse, pool and common facilities are for the use and enjoyment of shareholders, renters, and their guests only.

Shareholders may hold meetings in the Clubhouse at reasonable times and in a reasonable manner if they do not interfere with scheduled activities.

Meetings and activities are scheduled by the Social Club and must be cleared in advance.

All meetings pertaining to the Association are recorded.

The Association refuses all liability for activities which are conducted by persons or entities other than the Association and its committees.

Resident workshops are the venue for shareholders to address complaints, concerns, and compliments to the Board of Directors

Rule 20 - RADIO, MUSICAL INSTRUMENTS and POWER TOOLS

No loud noise, either from persons, radios, televisions, stereos, etc. will be permitted where they constitute a nuisance to neighboring residents.

If such sound can be heard and understood by persons of normal sensitivity within other units with doors and windows closed, and air handling systems on, it will be considered too loud.

Quiet hours: Lower the volume on speech, radios, tv's etc. between the hours of 10 p.m. & 8:00 a.m.

Construction/remodeling on mobile homes should be from 8:00 am to 5:00 pm Monday through Saturday with no Sundays or United States Federal holidays. However, if a shareholder is still working a full-time job, he/she shall be allowed to work on their mobile home on Sundays and holidays from 8:00 am to 5:00 pm.

Current Federal Holidays

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day

Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving
Christmas Day

The list of Federal Holidays is subject to change by the Federal Government.

Rule 21 - SPEED LIMIT

The speed limit in the park is ten (10) miles per hour. Stop signs are placed and must be respected and obeyed.

Rule 22 - SATELLITE DISHES

Satellite dishes are permitted in the park and must be secured within one (1) foot of the mobile home. You must have written permission from the Board of Directors to install a dish.

Rule 23 - SOLICITORS; COMMERCIAL ACTIVITIES

No solicitors, vendors, peddlers are permitted in the park. The Park is zoned for residential mobile home park use only. No commercial activities are permitted.

Rule 24 - POOL

The pool is for the use of residents and their guests only. All residents are responsible for ensuring that guests using the pool abide by the rules.

1. Pool Hours: Pool to be closed at dusk until such time as proper lighting is installed to permit use of pool after dark, weather permitting. No swimming during thunderstorms.
2. Shower before entering the pool or hot tub.
3. No running, jumping, or diving in the pool or pool area.
4. Persons under 16 years of age must have a parent or adult supervision.
5. No food or smoking is allowed in the pool area. Water in plastic containers is

permitted.

6. Persons under 16 years of age are not allowed in the hot tub.

7. Anyone who is not a shareholder or renter but is a Bona Fide guest must use the orange wrist bands available at the park office. If the bands are not worn, the person will be asked to leave the pool area until they are compliant.

8. Service animals are allowed to be on the pool deck per the Florida Department of Health Regulations. However, they are not permitted in the pool.

ESAs are not allowed in the pool area per the Florida Department of Health regulations

Rule 25 – STEPS AND DECK VARIANCES

History: Beachway Park Inc. was created in the late 1960's and early 1970's before the advent of modern building codes. Most of the dwelling units in our park then had two exits: one at the front and one on a side of the unit with almost no landing and steep steps. There are a few that have both exits on the side. Every unit has a carport.

Intent: Originally, most exits had only steps to enter or exit from the units. Many of the original units had doors that swung out over the steps or stairway creating a potentially hazardous condition either coming out or going in the exterior doorways for our senior citizens residents or their guests.

The intent of this rule is to promote safety at all exits from the mobile homes. The Board of Directors understands that there are many types of mobile homes in the park and that this rule will hopefully address this issue in 99% of the mobile homes in a straightforward manner.

Clarifications: Unit boundaries are defined by the Beachway Master Occupancy Agreement (MOA). However, there is a longstanding tradition that the front boundary line of any unit is the block paver retaining wall in the very front of every unit.

For the purposes of this rule, that notion will prevail even though some units have a greater space than others when it comes to the distance from the front of the units outside wall.

For the purpose of this rule, the front line of any unit is the block paver retaining wall. A variance is a request to deviate from these rules and regulations of Beachway and also applies to decks and steps.

Front Doors: Residents are permitted upon obtaining a variance to create a landing at their front door if it does not exceed the dwelling unit boundaries.

Plans submitted for approval shall follow all building codes.

Stairways are permitted and are permitted to exceed the front boundary limit as long as they follow building code and are at least thirty-six inches (36") back from the backside of the curb to the riser of the stairway or step.

All landings, stairways and steps should be completely closed in unless there is a hard surface under them to prevent unwanted vegetation from growing.

Side Doors: Residents are permitted to create a landing at their side doors if it does not exceed the dwelling unit boundaries.

Plans submitted for approval shall follow all building codes. Stairways are permitted and are permitted to exceed the unit boundary limit if they have obtained a variance and follow building codes.

All landings, stairways and steps should be completely enclosed unless there is a hard surface under them to prevent unwanted vegetation from growing.

Storage Shed : Rule 26

The park storage shed primary purpose is to store items that are the property of Beachway Park

Residents are not permitted to store personal belongings in the storage shed.

Limited tools are available for the residents of the park, i.e. ladders, wheel barrows, shovels etc. ALL tools must be signed out and signed back in after usage. The sign out /sign in sheet is located just inside the man door above the air compressor.

Broken or damaged tools should be reported to the office or Facility committee members.

Beachway Park assumes no liability for injury that may occur when using these tools.