

BYLAWS

OF

Hillsboro Mile Ocean Apartments

Section 2, Inc.

A FLORIDA CORPORATION

(AMENDED AND RESTATED THROUGH AUGUST 2024)

**AMENDED AND RESTATED BY-LAWS OF
HILLSBORO MILE OCEAN APARTMENTS SECTION 2, INC.
A FLORIDA CORPORATION**

**ARTICLE I
MEETING OF STOCKHOLDERS**

SECTION 1. The majority of the stock issued and outstanding represented by the holders thereof, either in person or by stockholders personally signed ballots, said ballots having been authorized and previously issued to stockholders by the Board of Directors of the Corporation, shall constitute a quorum at all meetings of the stockholders.

SECTION 2. The annual meeting of the stockholders shall be held the first Wednesday in February in each year, at 1:30 o'clock P.M., at a site in the Town of Hillsboro Beach designated by the Board of Directors of the Corporation, when they shall elect by plurality vote by ballot a Board of Directors as constituted by these Bylaws, each stockholder being entitled to vote in person or by his/her personally signed ballot, such ballot having been authorized and previously issued to stockholders by the Board of Directors of the Corporation, and to be entitled to as many votes as shall equal the number of shares of stock owned by said stockholder multiplied by the number of Directors to be elected, and that such stockholder may cast all of such votes for a single Director or may distribute them among the number to be voted for or any two (2) or more of them, as the stockholder may see fit.

SECTION 3. All ballots shall be filed with the Secretary before the meeting at which the same are intended to be used.

SECTION 4. Notice of the annual meeting of the stockholders and of any special or other meeting shall be mailed to each stockholder at his designated address as the same appears upon the records of the Corporation, at least fourteen (14) days prior to the meeting. Any stockholder may waive the giving of such notice. Such notice shall state the purpose for which the meeting is called and the time and place it is to be held.

SECTION 5. If at such annual meeting a majority of the stock shall not be represented, a majority of the stockholders present shall have the power to adjourn to a day certain.

SECTION 6. Special meetings of the stockholders may be called by the President or by a majority of the members of the Board of Directors. The President or the said majority shall direct the Secretary to send out the notice of said meeting, which shall be a ten-day's (10) notice. Special meetings shall also be called by the President upon the request of a majority of the outstanding shares of capital stock, and the President shall direct the Secretary to send out

the notice of said meeting. Special meetings may be held only at a site *in* the Town of Hillsboro Beach designated by the President or by a majority of the Board of Directors of the Corporation.

SECTION 7. At each meeting of stockholders there shall be furnished a complete alphabetical list of all the stockholders entitled to vote at such meeting with the number of shares held by each, and this list shall be certified by the Secretary. Only the persons in whose names the shares of stock stand on the books of the Corporation at the time of closing the transfer books for such meeting, as evidenced by a certified list, shall be entitled to vote at such meeting, by personally signed ballots, said ballots having been authorized and previously issued to stockholders by the Board of Directors of the Corporation.

SECTION 8. The transfer books shall be closed against transfers continuously for ten (10) days immediately preceding any meeting of stockholders and shall not be open for transfers until the said meeting is adjourned sine die.

ARTICLE II **BOARD OF DIRECTORS**

SECTION 1. The property, business and affairs of the Corporation shall be managed and controlled by a Board of Directors. Provided, however, that at no time can the Board of Directors spend more than \$5,000.00 for any single new improvement, without first having secured permission from a meeting of the stockholders properly called as provided for in Article I, Section 4; however, this limitation shall not apply to the necessary storage and sanitary facilities which have been awaiting the availability of funds and shall not apply to cases of emergency repairs and replacements. The said Board of Directors shall consist of three (3) members until the first annual meeting of stockholders and thereafter of five (5) members. The Directors constituting the first Board shall hold office until the first annual meeting of stockholders. Commencing with the annual meeting of stockholders of February, 1966, all Directors shall serve for a term of two (2) years. Two (2) Directors shall holdover. In the following year (1967), three (3) Directors shall be elected and two (2) shall holdover. Thereafter, two (2) or three (3) Directors in alternating order shall be elected each year to the Board of Directors. All Directors shall hold office until their successors have been elected and qualified. Directors shall be elected at the annual meeting of the stockholders. A transfer by a Director of all his stock (or of all the stock through which he originally qualified for office) in the Corporation shall operate as a resignation of his office. The President shall have the right, but not the obligation, to appoint a nominating committee of not less than five (5) persons who are themselves eligible to be Directors; provided however, that no person shall be eligible to serve on such committee if he, his spouse, or, in the case of a corporate stockholder, any other officer of the corporation of which he is an officer, served on the nominating committee the previous year; and providing

further, that not more than one (1) of the existing Directors shall be eligible for service upon said committee. It shall not be improper for the nominating committee to nominate any of its own members. If a nominating committee is, at the discretion of the President, used, there shall, at the annual meeting of stockholders, be afforded opportunity for additional nominations from the floor and the floor shall be open for at least one (1) minute for such purpose notwithstanding any motion to close nominations. If a nominating committee is not appointed by the President, nominations shall be made from the floor. Voting for Directors shall be by written ballot unless a majority of the members present dispense with the written ballot, in which event voting shall be in such manner as is agreed upon by a majority of the meeting.

(a) All Officers and Directors shall be stockholders of this Corporation prior to and during his term of office as an Officer or Director of this Corporation with the following exceptions:

- (1) The Office of the Secretary of the Corporation;
- (2) In the event ownership of stock of this Corporation is held by a husband or a wife individually, such stockholder may name his or her spouse as his or her alter ego, and receipt of such information in writing by the Board of Directors shall make the alter ego so named eligible to serve as a Director or Officer of the Corporation during the time his or her spouse is a stockholder.

SECTION 2. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall appoint a stockholder to serve as Director for the unexpired term and that such shareholder appointed for this purpose shall be the owner of shares representing a lease in the same building in which the vacancy occurred.

SECTION 3. An annual meeting of the Board of Directors shall be held at a site in the Town of Hillsboro Beach designated by the Board of Directors of the Corporation each year immediately upon the conclusion of the annual stockholders' meeting.

SECTION 4. Additional meetings of the Board of Directors shall be held when called by the President, or by a majority of the Board of Directors, upon three-days' (3) notice in writing to each member of the Board, to be mailed to him at his designated post office address, or upon personal notification by telephone or direct word of mouth twenty-four (24) hours in advance of said meeting; provided, however, that when all the members of such Board of Directors shall be present at any meeting, however called or notified, or shall sign their written consent thereto in the record of such meeting, the acts of such meeting shall be valid the same as if such meeting had been legally called. A majority of the entire Board of Directors shall be considered a quorum for the

purpose of transacting business. All meetings of the Board of Directors shall be held at the principal office of the Corporation unless the Directors unanimously consent to the meetings being held elsewhere, including remotely, via teleconference or video-conference.

ARTICLE III OFFICERS

SECTION 1. The officers of the Corporation shall consist of a President, a Vice President, a Treasurer, and a Secretary, and such other Officers as the Board of Directors may determine are necessary or proper in the conduct of corporate affairs, and with such duties as the Directors may prescribe. All Officers shall be chosen by the Directors at their first meeting after the annual election of the Directors, and each shall hold office for one (1) year and until their successors are elected. The same person may serve as both Secretary and as Treasurer.

ARTICLE IV PRESIDENT

The President shall be elected by the Board of Directors. He shall be the chief executive officer of the Corporation, and shall preside at all meetings of the stockholders and of the Board of Directors. He shall sign all certificates of stock, and shall also execute all contracts, agreements, notes, and obligations of the corporation authorized or required by the Board of Directors, and shall generally do and perform all other duties usually required of and performed by the incumbent of such office, and do and perform all duties which may be assigned to or required of him by the Board of Directors.

ARTICLE V VICE PRESIDENT

The Vice President shall be elected by the Board of Directors. He shall perform all the duties of the President in his absence, and such other duties as may be required of him by the Board of Directors.

ARTICLE VI TREASURER

The Treasurer shall be elected by the Board of Directors. He shall have custody of all moneys, valuable papers, and securities of the Corporation. When necessary or proper, he shall endorse for collection, on behalf of the Corporation, all checks, notes, and obligations coming to his hands as such Officer, and shall deposit the funds arising therefrom, with all other funds of the Corporation, in such bank as may be selected by the Board of Directors as depository for the funds of the Corporation. He shall disburse the funds of the

Corporation as authorized by the Board of Directors, or as may be otherwise required in the regular course of business. Nothing herein shall *prohibit* the Board of Directors from giving the Treasurer and another Officer joint control of all funds, and nothing herein shall prohibit the Board of Directors from authorizing other Officers also to exercise individually the powers herein established for the Treasurer.

The Treasurer shall also keep full and accurate account of his receipts and disbursements in books belonging to the Corporation, and shall give bond for the faithful discharge of his duties, whenever requested by the Board of Directors. He shall also do and perform all duties that may be required of him by the Board of Directors, and such other duties as usually devolve upon the incumbent of said office.

ARTICLE VII SECRETARY

The Secretary shall be elected by the Board of Directors. He does not have to be a stockholder. He shall keep the minutes of all meetings of stockholders and Directors, and shall attend to the giving of all notices whereby meetings of the Board of Directors or stockholders are assembled.

The Secretary shall have the care and custody of such books and papers as the Board of Directors may authorize or direct, including certificate and transfer books and stock ledger, and the seal of said Corporation, and shall countersign all certificates of stock, and perform all the usual duties of such office, and such further duties as may be assigned to him by the Board of Directors.

ARTICLE VIII VACANCIES

SECTION 1. If the office of President, Vice President, Treasurer, or Secretary becomes vacant by reason of death, resignation, disqualification, or otherwise, of the incumbent, the Board of Directors shall elect a successor or successors, who shall hold the office for the unexpired term.

SECTION 2. In the event of the death, resignation, or disqualification of the President, the Vice President shall perform his duties until a successor is duly elected; and in the event of the death, resignation, or disqualification of the Treasurer, the President shall perform the duties of the Treasurer until a successor is duly elected.

ARTICLE IX **STOCK, CERTIFICATES, AND TRANSFER OF STOCK**

SECTION 1. Form of Certificate. The Corporation shall cause to be issued a share of capital stock in said Corporation for each apartment. The certificates shall be numbered consecutively and shall be in such form as may be adopted by the Board of Directors, but not inconsistent with the laws of the State of Florida.

SECTION 2. Transfer. All transfers of the stock of the Corporation shall be made upon the books of the Corporation by the holders of shares in person, or by their legal representatives, and shall be subject to the provisions hereinafter set forth. Certificates of stock offered for transfer shall be surrendered and canceled at the time of the transfer.

SECTION 3. Registered Holder. The Corporation shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any person, whether or not it shall have express or other notice thereof.

SECTION 4. Lien on Shares. The Corporation shall have a first and prior lien upon all the shares registered in the name of each stockholder for debts due the Corporation by such stockholder. Unless otherwise expressly agreed, the registration of a transfer of shares upon the books of the Corporation shall operate as a waiver of the Corporation's lien on the shares so transferred.

ARTICLE X **NOTICES**

SECTION 1. Whenever, under the provisions of the Bylaws, notice is required to be given to a stockholder or Director or Officer of the Corporation, it shall not be construed to mean personal notice, unless expressly stated so to be. Any notice so required may be given in writing by United States certified or registered mail, addressed to the stockholder, Director, or Officer at his or her designated address, as the same appears on the books of the Corporation, and the time when same is mailed shall be deemed the time of giving of such notice.

SECTION 2. Any stockholder, Director, or Officer may, in writing, waive the giving or mailing of any notice required to be given or mailed, either under the statutes of Florida or by or under the Bylaws.

ARTICLE XI FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of January or any other date as may be established from time to time by the Board of Directors, and shall terminate on the thirty-first (31) day of December in each year, or a year from whatever date is established.

ARTICLE XII LEASES AND OCCUPATION

SECTION 1. It is the object and purpose of this Corporation to maintain and operate the building and property of the Corporation on a mutual or cooperative basis, for the sole use of its stockholders, without any rents, profits, or other gains to the corporation; it being understood that all expense for taxes, except those taxes billed directly to the stockholders, insurance, maintenance, and operation of said building shall be met by assessments against the stockholders on a fair and equitable basis, namely, in accordance with the shares of stock respectively owned by them.

SECTION 2. In order to carry out the object and purposes of the Corporation, each apartment shall be leased to the owner or owners of stock of the Corporation. The form of lease and all provisions, conditions and terms, as amended February 1997, are prescribed by these Bylaws, and include transfer fees for occupancy and/or rental consideration which shall be equal to the cost to the co-op for the investigation of any individual(s) seeking occupancy at 1043 Hillsboro Mile Ocean Apartments, Section 2, and no change in the form of lease or in its provisions and conditions, as far as future leases are concerned, shall be effected, except by a change made in these bylaws. The lease to each owner or owners of stock shall entitle the said owner or owners to the exclusive use and occupancy of the respective apartment described in the lease for the duration of the said lease. All present owners of stock, as of the date of the adoption of these bylaws, are entitled to leases for the apartments which they originally contracted to purchase and which they are now occupying.

SECTION 3. The Board of Directors shall have authority to execute a lease of an apartment only to an owner or owners of stock, and the Board of Directors shall have authority, providing the requirements of these Bylaws have been fulfilled, to authorize the proper Officers of the Corporation to execute a lease on behalf of the Corporation. Any lease thus executed shall be valid only if the lessee has executed and delivered to the Corporation a counterpart of said lease, which counterpart shall be retained by the Corporation.

SECTION 4. The prescribed form of lease as amended February 1997 is attached hereto as Appendix A (Part 8) and made a part of these Bylaws.

SECTION 5. The rights of use and occupancy shall be further subject to the establishment and promulgation of House Rules as the Board of Directors may from time to time prescribe; provided, however, that all such rules shall affect all leases and all lessees uniformly.

SECTION 6. Application for Transfer of Lease. The owner of a share of stock can transfer the said share of stock without restriction, but a lessee may effect a transfer of lease of his apartment only with the consent in writing of a majority of the Board of Directors. The form of application and the requirements therein set forth in Appendix B, attached hereto and made a part hereof, are prescribed in each instance where an owner or owners of a share of stock desire to sell or transfer their lease to a new purchaser.

SECTION 7. Sublease, Creation and Effect. A lessee may not sublet his/her apartment throughout the first two (2) years of his/her lease-holding on said apartment. Subsequent to that two-year waiting period, a lessee may sublet only with the consent in writing of a majority of the Board of Directors. The form of sublease is set forth in Appendix C, attached hereto and made a part hereof, and the use of such form is prescribed by these Bylaws. In the event a sublease is approved by a majority of the Board of Directors, such approval shall in no respect relieve the responsibility and obligation to the lessor of the original lessee or lessees for the compliance with the terms and provisions of the charter, the Bylaws, and the lease. The legal effect of a sublease, as far as responsibility and obligation to the lessor is concerned, is that an additional party or parties, namely, the sub-lessee or sub-lessees, shall thereupon become, jointly and severally, bound, in addition to the lessee or lessees, for the fulfillment of the terms of the lease.

SECTION 8. Application for Approval of Sublease. The form of application and the requirements therein set forth in Appendix D, attached hereto and made a part hereof, are prescribed in each instance where an owner or owners of stock desire to sublet their apartment for a period of over six (6) months. Where an owner or owners of stock desire to sublet their apartment for a period not in excess of six (6) months, the form of application and the requirements therein set forth in Appendix E, as amended February 1997, attached hereto and made a part hereof, are prescribed.

SECTION 9. Appeal from Decision of Board of Directors on Application for Approval for Transfer or Sublease. Within five (5) days after the day on which the results of an application are finally determined by the filing or filings with the Secretary of the report or reports from the members of the Board of Directors, an appeal from the decision may be made to the stockholders under the limited provisions herein set forth. If the application is for the approval of a transfer of lease, the appeal may be made by the applicant-lessee or by any three (3) other lessees appealing jointly. If the decision is on an application for approval of sublease, the appeal may be made only by the applicant-lessee, and then only if the following condition is fulfilled:

The said applicant-lessee must have on a previous occasion submitted an application for approval of sublease which failed to secure the required approval. In all cases of appeal the appeal shall be made by filing within the aforesaid five-days (5) period a written notice of appeal with the President of the Corporation and by serving a copy of said notice upon the applicant-lessee and the applicant prospective transferee or prospective sub-lessee. If the filing and delivery of said notice and copies cannot be made personally, the same shall be made by mailing by registered mail, providing, however, that the burden of filing and delivering said notice and copies within the aforesaid five-days (5) period shall be upon the party taking the appeal. In all cases of appeal, whether for transfer or for sublease applications, the President shall direct the Secretary to call a special meeting of stockholders to be held not less than ten (10) and not more than thirty (30) days of the date of filing of the notice of appeal. The affirmative vote of a majority of the outstanding stock shall be required to overrule a decision of the Board of Directors on an application for approval for transfer or for sublease. The failure to serve copies of the notice of appeal upon the applicant-lessee and upon the applicant prospective transferee or sub-lessee within the five-days (5) period shall not defeat the right of the appellant, providing the said appellant has made diligent effort to serve said copies personally or by mail upon said parties within said five days (5) period. The failure, however, to file the written notice of appeal with the President of the Corporation within said five-days (5) period shall nullify the right of appeal.

(a) Effective Friday, December 29, 1995, the Corporation will not sanction any appeal from the conditions of occupancy stipulated in the Amendment to these Bylaws, entitled "ARTICLE XVI IDENTIFICATION AS A SENIOR COMMUNITY".

SECTION 10. Assessments. The Treasurer or Association Agent shall maintain a working fund of \$5,000.00. Whenever this fund falls below \$5,000.00 or, if in October to December of any year the fund falls below an amount required to pay real property taxes for such year, the Treasurer or Association Agent shall levy an assessment, in the manner below described, of \$200 per share of stock against the said stock and against the owner thereof. The working fund shall be used for the operating expenses of the corporation, including, but not limited to rent, taxes, hazard insurance, public-liability insurance, electricity, water, gas, garbage collection, salary of caretaker, salary of manager, hire of special help, and cost of repairs and replacements. Assessments shall be due and payable as of the date the Treasurer or Association Agent mails or presents statements for the same. Statements mailed shall be directed to the designated addresses of the stockholders as the same appear on the Corporation records. The assessments and dues shall be paid to the Treasurer or Association Agent or to his order at the authorized depository or bank of the Corporation and the Treasurer or Association Agent, upon request, shall give a receipt for each payment made to him.

SECTION 11. Failure to Pay Assessments. In the event an assessment is not paid within ten (10) days of the date it first becomes due and payable, the Board's first action in respect to such nonpayment of an assessment shall be that the Treasurer or Association Agent shall deliver personally, or shall send, a second notice of assessment to the delinquent stockholder, which shall include an Administrative Fee at the highest amount allowed by Florida State Law. If mailed rather than personally delivered, such notice shall be transmitted via registered, return-receipt requested mail. Thirty (30) days thereafter, the delinquent account shall bear interest at the highest rate allowed by Florida State law for as long as default continues. If any stockholder shall default in the payment of any assessment properly made by the Treasurer or Association Agent, and for which assessment the above two (2) notices have been given by the Treasurer or Association Agent, and such stockholder shall continue in default thereof for sixty (60) days after the above second notice of assessment, said stockholder agrees that he is to be regarded, legally, as a tenant at sufferance in said apartment and that the Directors may, after serving thirty-days (30) notice by registered mail, return-receipt requested, at the address of the stockholder designated on the corporate records, or by delivering said notice personally to whoever is occupying the said apartment, institute proceedings in forcible entry and detainer or other suitable action, and such above acts of defaults, or either of them, will entitle the Corporation to judgment for possession. In the event such legal proceedings shall be instituted because of the default of the stockholder in the payment of dues and assessments and said suit shall conclude in favor of the Corporation, then the premises and the furnishings therein may then be sold at public sale (after notice of same once a week for four (4) weeks given in a newspaper of general circulation in Broward County) to satisfy said claim, or may be rented by the Board of Directors. The proceeds of said sale or rental shall be used to pay all expenses incurred in such proceedings, including reasonable attorney's fees, all past due assessments and dues, and the pro-rata share of said apartment for expenses, upkeep, or maintenance of building, and all other current expenses, and the balance, if any, shall be paid to said stockholder; and, if rented; the premises returned to him as soon the debts are satisfied. It is expressly understood that all of the shares of stock of the respective stockholders shall be considered, and are hereby declared to be, continuously pledged to the Corporation for the payment of any obligation to the Corporation on the part of the holder of said shares of stock, the holders of any lease controlled by said stock, and of any occupant or lessee under a stockholder's proprietary lease. In the event the above mentioned legal proceedings are successfully concluded in favor of the Corporation because of a lessee's violation of the house rules and regulations, or his violation of the covenants, conditions, and provisions of the lease other than for the payment of dues or assessments, then the lessee shall have no rights as lessee but shall have only his rights as a stockholder, and he shall not be reinstated as a lessee by the Board of Directors giving their approval for his reinstatement until he has satisfied the Board of Directors that he will comply with the rules and regulations adopted by the Board of Directors and the covenants, conditions, and provisions of lease, and the

Board shall have the right to demand whatever reasonable guarantee, including bond, the Board determines should be given by the said stockholder for the performance and fulfillment by him of the aforesaid requirements.

SECTION 12. Transfer of Stock. Upon the transfer of stock held by any stockholder in the Corporation, all rights of said stockholder as lessee under the lease controlled by such stock, and all rights of persons claiming through or under said lessee, as lessee, and all rights of any kind to possession and occupancy, either existing in said stockholder or in anyone claiming through or under said stockholder, shall forthwith cease and terminate. Upon the transfer of said stock upon the books of the Corporation, all rights of the stockholder, as stockholder, shall pass to the transferee; but said transferee, his heirs, legal representatives, lessees, or assigns, shall have no right to occupy said demised premises unless and until the consent to such occupancy shall be first had and obtained, as prescribed in these Bylaws, from the Directors of the Corporation, or, in the event of an appeal, a majority of the stockholders thereof. No transfer of stock or of any lease shall be accepted or permitted by the Corporation until all claims of the Corporation against the said stock and lease shall have been paid in full.

SECTION 13. Additional Duty of Board of Directors in Investigations. The members of the Board of Directors shall, unless a waiver of this requirements is made by a majority of the Board (which right of waiver is hereby declared to exist in the Board) whenever a transfer of lease or a sublease for more than six (6) months is involved in making their investigation, secure a report on the applicant(s) from a recognized credit or investigating agency. Said report when obtained, shall be filed by the Board, or the member securing it, with the Secretary of the Corporation and shall be filed at the same time as the filing of the report, or reports, of approval or disapproval. The complete investigation by the members of the Board of Directors shall include, but shall not be limited to, the above-mentioned investigation by a recognized agency.

SECTION 14. Boat Docking. Shareholders must request Board authorization to dock a boat at the Co-op's dock, which must be owned by the shareholder, whom must also comply with any additional requirements as promulgated by the Association Dock Lease. Docking fees, as promulgated in the House Rules and/or Dock Lease, will be billed with each shareholder's Maintenance statement and are payable on receipt. No boats over 38 feet, the longer of, as stated on the Manufacturer's Certificate of Origin (MCO) and/or Florida registration title, in length, will be permitted to dock. The House Rules regarding docking of boats as promulgated per ARTICLE XII Section 5 of the Bylaws shall be strictly enforced.

ARTICLE XIII **AMENDMENT OF BYLAWS**

The Bylaws of the Corporation may be altered, amended, or repealed at any regular or special meeting of the stockholders by a majority vote of all the outstanding stock of the Corporation (and not merely by a majority of stock represented at a meeting of stockholders); provided, however, that this right shall be effective only if the notices of said stockholders' meeting, sent in accordance with the provisions of Article I, Section 4, above, advise the stockholders as to the general nature of the alteration, amendment, or repeal proposed to be considered and presented at such meeting.

ARTICLE XIV **INDEMNIFICATION**

This Corporation shall indemnify each of its Directors and Officers and person acting for such Directors and Officers, while carrying out their instructions or orders as employees or agents, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Director or Officer, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the Corporation, provided:

(1) That in the event the matter was disposed of by compromise pursuant to a consent decree or otherwise no indemnification shall be granted unless approved as being in the best interest of the Corporation, after due notice that indemnification is involved,

- (a) by a disinterested majority of the Directors then in office; or
- (b) by a majority of the disinterested Directors then in office, after a written opinion of independent legal counsel has been obtained to the effect that such Director or Officer, employee or agent appears to have acted in good faith in the reasonable belief that his action was in the best interest of the Corporation; or
- (c) by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, exclusive of any stock owned by any interested Director or Officer.

(2) That an Officer or Director who has been successful on the merits shall be indemnified as of right; and any employee or agent shall be indemnified if the Board of Directors, acting by a majority consisting of Directors not having an interest in the action determines:

- (a) that such person acted in good faith for a purpose which he reasonably believed to be in the best interest of this Corporation, and
- (b) in any criminal action or proceeding that such person had no reasonable cause to believe that his conduct was unlawful. The termination of any action by judgment, order, settlement with or without court approval, conviction or upon plea of guilty or of nolo contendere, shall not of itself create a presumption that such individual did not meet the standards of conduct entitling him to indemnification.

(3) That if there is not a majority of Directors who do not have an interest in the action out of which the claim of indemnification arose, the remaining Directors, regardless of number, shall designate independent legal counsel to review the conduct of persons claiming indemnification. If independent legal counsel determines that a person meets the applicable standards of conduct as set forth above in paragraph (2) (a) and (b), such person shall be indemnified as of right.

(4) That expenses incurred with respect to any action in which he may be involved as a party or otherwise by reason of his having been a Director, Officer, employee or agent may be advanced by this Corporation prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount unless he shall ultimately be indemnified under this article.

(5) That rights of indemnification provided in this article shall be in addition to any rights to which any such Officer, Director, or employee or agent may be entitled at the time of incurring or becoming subject to such liability and expense.

(6) That provisions of this article shall be applicable to actions made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after adoption hereof.

(7) That the rights granted by this article shall apply whether or not he continues to be a Director, Officer, employee or agent at the time such liability or expense is incurred, and the rights shall accrue to the benefit of the legal representative, or heirs of the deceased or incompetent person.

(8) That the rights provided under this article shall include any claim, suit, proceeding, or appeal, whether brought by or in the right of this Corporation, or otherwise and of whatever nature, whether civil, criminal, administrative or investigative, and shall include threatened actions of such a nature.

ARTICLE XV BOARD OF DIRECTORS (Directive to ARTICLE II)

ARTICLE XV shall in no way alter ARTICLE II except as herein set forth as a directive governing representation on the Board of Directors by shareholders whose leases represent apartments in either C or D buildings. Further, where practical, that, commencing in 1978 and all even numbered years thereafter the Board of Directors shall be composed of three (3) Directors holding shares representing leases in "D" building and two (2) Directors holding shares representing leases in "C" building. And further, where practical, that, in 1979 and all odd numbered years thereafter the Board of Directors shall be composed of three (3) Directors holding shares representing leases in "C" building and two (2) Directors holding shares representing leases in "D" building.

ARTICLE XVI IDENTIFICATION AS A SENIOR COMMUNITY

Effective Friday, December 29, 1995, the premises known as 1043 Hillsboro Mile Ocean Apartments, Section 2, Inc., located at 1043 Hillsboro Mile, Pompano Beach, Florida 33062-2109, shall be further known and shall function as a Senior Community, admitting to occupancy in each apartment only individuals who are age 55 or over, with no child or children under eighteen (18) years of age living in the household. In case of a husband and wife or other group ownership, at least one person in the respective group shall be age 55 or older, but no other member of the household shall be under age eighteen (18). The requirements prescribed in ARTICLE XVI shall apply to each and every individual who may apply for leasehold or sublease on or subsequent to December 29, 1995. All present owners of stock and leasehold, and their current sub-lessee, if applicable, are considered presently exempt from the requirements prescribed in ARTICLE XVII. All occupancy is subject to review by the Corporation's Board of Directors, and the Board is empowered to disapprove occupancy that does not comply with the regulations prescribed in ARTICLE XVI. No appeal from the regulations prescribed in ARTICLE XVI will be sanctioned by this Corporation and/or by its Board of Directors.

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
HILLSBORO MILE OCEAN APARTMENTS SECTION 2, INC.**

We, the undersigned, associate ourselves to become a Florida Corporation.

ARTICLE I

The name of the corporation shall be HILLSBORO MILE OCEAN APARTMENTS SECTION 2, INC.

ARTICLE II

The general nature of the business to be transacted is operation of apartments.

ARTICLE III

The maximum authorized capital stock of this corporation shall be 46 ½ shares of common stock of \$100.00 par value each. No amendment as to this Article can be made except upon a unanimous vote of the stockholders of record.

ARTICLE IV

The amount of capital with which this corporation shall commence business shall be not less than Five Hundred Dollars.

ARTICLE V

This corporation shall have a perpetual existence.

ARTICLE VI

The principal office of said corporation shall be in (Pompano Beach) Hillsboro Beach, Florida, with the privilege of having branch offices at other places within, or without, the State of Florida.

ARTICLE VII

The number of directors of this corporation shall not be less than three nor more than nine.

ARTICLE VIII

The names and post-office addresses of the first Board of Directors of this corporation and the officers, all of whom shall hold office for the first year or until their successors are chosen, are:

NAME	ADDRESS
CURTIN R. COLEMAN, President & Director	100 E. Las Olas Boulevard Ft. Lauderdale, Florida
WILLIAM F. LEONARD, Vice-President & Director	100 E. Las Olas Boulevard Ft. Lauderdale, Florida
WILLIAM A. MORSE, Secretary-Treasurer & Director	100 E. Las Olas Boulevard Ft. Lauderdale, Florida

ARTICLE IX

The name and post-office address of each subscriber and the number of shares of stock which each agrees to take are:

NAME	ADDRESS	No.SHARES	VALUE
CURTIN R. COLEMAN	100 E. Las Olas Boulevard Ft. Lauderdale, Florida	2	\$200.00
WILLIAM F. LEONARD	100 E. Las Olas Boulevard Ft. Lauderdale, Florida	2	\$200.00
WILLIAM A. MORSE	100 E. Las Olas Boulevard Ft. Lauderdale, Florida	2	\$200.00

ARTICLE X

The Board of Directors shall initially have the power to enact by-laws, but, upon by-laws being enacted and adopted, no amendment to them shall thereafter be made except by the stockholders.

ARTICLE XI

A conveyance or mortgage of real property of the corporation or an assignment of any leasehold in which the corporation is named as the lessee can be made only upon the consent, in writing, of stockholders of record holding eighty per cent (80%) of the outstanding stock of the corporation. This restriction shall apply also to the corporation's leasing its real property, other than its leasing apartments. This restriction shall not apply and in no way shall it limit the corporation's leasing any, or all, of its apartments, for any period or term, definite or indefinite. No amendment as to this Article can be made except upon the affirmative vote of holders of record of eighty per cent (80%) of the stock of the corporation.

ARTICLE XII

Each of the original incorporators of this corporation shall have the right, after the organization of same, to assign and deliver his subscription of stock herein to any other person or person who may hereafter become subscribers to the capital stock of this corporation, who, upon acceptance of such assignment, shall stand in lieu of the said original incorporator and assume and carry out all the rights, liabilities, and duties entailed by said subscription, subject to the laws of the State of Florida and the execution of this power.

IN WITNESS OF THE FOREGOING, we have hereunto set our hands and seals at Fort Lauderdale, Florida, May 17, 1956.

s/ CURTIN R. COLEMAN (SEAL)
s/ WILLIAM F. LEONARD (SEAL)
s/ WILLIAM A. MORSE (SEAL)

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this 17th day of May, 1956, personally appeared before me, the undersigned authority, CURTIN R. COLEMAN, WILLIAM F. LEONARD, and WILLIAM A. MORSE, to me well known and known by me to be the persons of that name described in, and who severally acknowledged to me that they executed the foregoing Articles of Incorporation as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Fort Lauderdale, Florida.

s/ VIRGINIA B. KELEHER

Notary Public, State of Florida at large.
My commission expires Oct. 25, 1959.
Bonded by American Surety Co. of N.Y.

[SEAL] Virginia B. Keleher,
Notary Public, State of
Florida at Large.

STATE OF FLORIDA
OFFICE OF SECRETARY OF STATE

I, R.A. GRAY, Secretary of State of the State of Florida, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Incorporation of HILLSBORO MILE OCEAN APARTMENTS SECTION 2, INC., a corporation organized and existing under the Laws of the State of Florida, filed on the 19th. day of May, A.D. 1956, as shown by the records of this office.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this

the 21st. day of May, A.D. 1956
[GREAT SEAL OF THE STATE OF FLORIDA]

s/ R.A. GRAY, Secretary of State

APPENDIX A

LEASE

THIS LEASE made this _____ day of _____, 20____, by and between Hillsboro Mile Ocean Apartments, Section 2, Inc., a Florida corporation, as lessor, hereinafter called Lessor, and

_____, as lessee,
Hereinafter called Lessee.

WITNESSETH: For and in consideration of the promises herein made, the parties hereto agree as follows:

1. The term "lessee" shall, when used in this instrument, refer to the plural as well as the singular and to both feminine and masculine, as the context may require. Any possessive adjective or pronoun in the masculine singular shall refer to the plural and to the feminine, where the context may require.

2. The terms of this lease shall be binding upon the successors and assigns of the lessor and upon the heirs, executors, administrators, personal representatives, and assigns of the lessee, and upon any sublessee or sublessees or any other party or parties who may occupy, or hold possession of, the premises herein demised, regardless of the tenancy status of such parties.

3. Although the present terms and conditions of this lease are set forth herein, all provisions of this lease and the estate of leasehold hereby created are governed by the charter and by-laws of Lessor which has its principal office in Hillsboro Beach, Florida, and the said provisions and estate of leasehold hereby created are subject to change by any change in the said charter or by-laws. The only restriction placed upon this subject-to-change character of this lease is that any change, as made above explained, to be valid and binding upon the lessee herein and upon the premises herein demised, must uniformly apply to, and affect, all other lessees and lease of the lessor. Every lessee is, therefore, warned, and urged to read the charter and by-laws of the said lessor.

4. In consideration of the lessee's agreeing to the terms, provisions, and covenants of this lease, the lessor does hereby lease to the lessee for a term beginning on the _____ day of _____, A.D. 19____, and ending on May 14, 2055, unless sooner terminated as hereinafter provided, all that certain apartment known as Apartment No. _____ of the apartment building known as "Hillsboro Mile Ocean Apartments, Section 2," Hillsboro Beach, Broward County, Florida, to have an to hold the above demised premises upon the covenants, conditions, and provisions set forth in this lease.

5. The lessor executes and delivers this lease and the lessee accepts and executes the same on the express condition that this lease and the term hereby created shall cease and determine at the option of the lessor on the happening of any one of the following events or contingencies:

(a) In case the lessee shall, at any time during the terms of this lease, cease to be the owner of the share of stock of lessor, which share of stock originally entitled said lessee to have this lease, provided, however, that, in case of the death of the lessee, the surviving spouse, if any, and if no surviving spouse, then the other member or members of lessee's family residing in the demised premises with the lessee at the time of his death, may continue to occupy said apartment for a period of 18 months after the death of the lessee upon the terms, covenants, provisions, and conditions specified in this lease including, but not limited to, those relating to occupancy and payment of assessments and dues, and if such surviving spouse or other member, or members of the deceased lessee's family shall have succeeded to the lessee's legal right and interest in and to the stock of lessor, owned by the lessee and on which his lease was based, and shall, within said 18 months period produce satisfactory evidence thereof, then the said stock shall be transferred to such successor and a new lease shall thereupon be executed in favor of such successor in the form of approved lease of the lessor, as such form shall then be prescribed by the by-laws of lessor, or by any changes thereof. In the event the deceased lessee shall have conveyed or bequeathed the stock and lease to some person other than his surviving spouse or aforesaid member or members of his family, or if some person other than the aforesaid is designated by the deceased lessee's legal representative to receive said stock and lease, then, in such event, the same requirements and formalities for the application for approval for a transfer or lease shall be made, as prescribed by the form set forth in Appendix B of the by-laws of lessor, except that the personal representative of the deceased lessee shall make the application on behalf of the lessee and such personal representative shall not be precluded from listing himself as transferee or from qualifying for approval as transferee. In the event a transfer is effected, in the manner above described, it shall be subject to the above 18 months right of occupancy in favor of the surviving spouse, or, if no surviving spouse, in favor of the member or members of the deceased lessee's family residing in the demised premises with the lessee at the time of his death;

(b) In case at any time during the term of this lease, the lessee, or any of lessee's successors in interest, shall be declared a bankrupt or make a general assignment for creditors, or a receiver of his property shall be appointed, or his stock shall be levied upon and sold under the process of any court or sold pursuant to any agreement whereby it was pledged as collateral security;

(c) In case of the sale of the above described real estate and building by the lessor; provided, however, that the lessee shall, in case of such

sale, receive not less than thirty (30) days' previous written notice of the proposed sale and that, in the event of the consummation of such sale, this lease shall be terminated only after not less than six months' previous notice in writing to lessee of such termination;

(d) In case at any time the lessor shall determine upon the affirmative vote of the holders of three-fourths of its outstanding common stock represented in person or proxy, at a stockholders' meeting duly called by the Board of Directors to take action on the subject, that because of objectionable conduct on the part of the lessee, or of a person dwelling in or visiting the demised premises, the tenancy of the lessee is undesirable; it being understood that the repeated violation or disregard of the rules and regulations as herein provided or the permitting or tolerating of a person of dissolute, loose, or immoral character to enter or remain in the building or demised premises, shall be deemed to be objectionable conduct;

(e) In case the lessee shall default in the performance of any covenant or provision hereof, for sixty (60) days after written notice of such default shall have been given by the lessor as hereinafter provided.

6. IN CONSIDERATION OF THE PREMISES, the lessor, subject to the limitations of liability hereinafter stated, hereby covenants and agrees to and with the lessee as follows:

(a) That the lessee, upon paying the assessments hereinafter provided to be paid and performing the agreements and covenants on lessee's part to be performed, shall at all times during the term hereby created, quietly hold and enjoy the premises hereby demised.

(b) That the lessor will maintain and manage said building as a first class apartment house, keeping the breezeway, yards, courts, service basement, stairs, roof and public portions of the ground and buildings in good condition and repair and free from obstruction, and will keep said breezeway and stairs properly lighted.

(c) That in case any repairs shall become necessary to the plumbing apparatus or other parts or appliances intended for the general service of said building, the lessor, except as hereinafter provided, will execute such repairs with due diligence, not being liable for interruptions not reasonably avoidable in the supply of services or for other temporary interruptions in the proper operation of said building.

(d) That the lessor shall keep in good repair the foundations, walls, supports, exterior of all porches, basements, roofs, gutters, beams, cellars, entrances, main halls, and stairways, and all main or principal pipes for carrying water through the building, together with the main drain pipes and electric

conduits, and all existing plumbing and other apparatus, intended for the general service of the building; and lessee shall at all reasonable times allow the representatives of the lessor to enter and inspect said premises hereby demised for the purpose of determining the necessity and character of any such repairs and of making the same, and upon reasonable notice to remove such portions of the walls, floors, and ceiling of said premises hereby demised as may be required for the purpose of making such repairs, all portions so removed to be replaced as soon as possible in as good condition as before. All such repairs shall be at the expense of the lessor, except as herein otherwise provided.

(e) That the lessor will keep said building insured against loss or damage by fire and in case said building shall be partially damaged by fire, it shall be repaired as speedily as possible at the expense of the lessor conformably with the plans and specifications on which the building was erected. In case of the total destruction of said building by fire or otherwise, this lease shall thereupon terminate, unless the insurers shall elect to rebuild the building pursuant to the provisions of the policies of insurance, in which event this lease shall continue in force with respect to the corresponding premises in the building so rebuilt. In case of complete destruction and the insurers do not rebuild, the owners of 80% of the stock of the lessor may decide whether the lessor shall rebuild or liquidate.

(f) That the lessor will not sell said building or the land occupied hereby, or any part thereof, without the consent in writing of the owners, at the time of such sale, of not less than 80% of the stock of the lessor.

(g) That lessor will not mortgage or encumber said building or the land herein described, or any part thereof.

(h) That all lease of other apartments in said building entered into between the lessor and other stockholders shall contain the same covenants and agreements as herein set forth, unless modified by the by-laws, and all such modifications shall apply uniformly to all leases thereafter made.

7. AND THE LESSEE, in consideration of the premises and subject to other conditions and limitations hereinafter stated hereby covenants and agrees to and with the lessor, as follows:

(a) That the lessee will promptly pay as rental to the lessor to the Treasurer of lessor, at such place as the Treasurer may in writing appoint, the assessments made by the Treasurer of the lessor in the manner prescribed by the by-laws of the lessor, and to pay the same when said assessments are due and payable, and in accordance with the provisions concerning assessments as set forth in the said by-laws.

(b) That the lessor may at any time, by resolution of the Board of Directors, establish House Rules for the management and control of said building and change the same from time to time, and that this lease shall be in all respects and at all times subject to said Rules, now or hereafter established, and to the by-laws of the lessor, to the same extent as if they were written herein; and the lessee covenants to obey all such rules and to require them to be obeyed by the members of lessee's family, and lessee's servants, agents, and employees and by all occupants of lessee's apartment; provided, however, that all such by-laws, rules, and regulations, shall affect all lessees uniformly, all sublessees uniformly, and all occupants uniformly.

(c) That the lessee shall not, at any time during the term of this lease, use or permit the use of any part of the demised premises for any purpose other than as a private residence for lessee and family or, when a sublease is validly executed, by the sublessee and his family, nor shall the lessee use or permit the use of any part of the demised premises for any purpose that will injure the reputation of said building or disturb the tenants thereof.

(d) That the lessee shall not suffer anything to be done or kept in or on the premises which will increase the rate of fire insurance upon said building or the contents thereof, or which will interfere with the rights of other tenants or obstruct the public halls or stairways of said building, or annoy other tenants by unreasonable sounds or otherwise; and that the lessee will comply with all regulations and requirements of the Health Department and of any other lawful authority. If, by reason of any use of said premises by the lessee, the rate of fire insurance on the building shall be increased, the lessee shall be personally liable to the lessor for the increased cost of insurance, which shall be added to his assessment and shall become due and payable with the next installment thereof.

(e) That the lessee will not make any structural alterations in, or additions to, said demised premises, nor any changes, alterations, or additions in, or to, the exterior of said building (including the obligation not to affix anything to the outside walls or to the roof of the premises and not to permit or cause anything to protrude from the demised premises beyond the plane of the exterior wall of the building) or any structural change in any part of the interior thereof, except with the previous written consent in each case of the Board of Directors of the lessor; that the lessee will at lessee's own expense keep the interior of said premises in good condition and repair and in keeping with the character of the rest of the building, and will maintain and keep in repair all plumbing, electrical, and gas fixtures, stoves, refrigerators, and garbage pails within, or appertaining to, said demised premises. Lessor shall not be answerable or chargeable for any decorations or repairs therein or thereto except as herein specifically provided, nor for any damage caused to said demised premises or its contents by leakage or overflow of water, gas, steam, or vapor from any water, steam, drain, or gas pipes or electric conduits or from any other source belonging or appertaining to

any other part of said building which is under lease, unless the repairs were necessitated or the damage caused by the neglect or fault of the lessor, its agents, or its employees. The lessee shall be liable for any willful damage done to, or committed upon, any other part of the property owned by the lessor, whether done by lessee or by any occupant of the herein demised apartment. Should the lessee at any time refuse or neglect for ten days after written notice to make the repairs which lessee is required to make, or to maintain said demised premises in good condition and repair, the lessor may make such repairs or place said demised premises in proper condition, and may enter or cause its agents or servants to enter upon the demised premises for that purpose and all expenses incurred by the lessor in that behalf shall be added to the assessment on said premises and paid by lessee as a part of the next due installment thereof. Any damage caused to the furnishings or decorations in any apartment because of leaks in the roof of the buildings shall be borne by the lessor, and any such damage caused by leaking from within another apartment except from concealed pipes or plumbing not susceptible of inspection by the lessee thereof, shall be borne by the lessee from whose apartment said damage originated.

(f) That the lessee shall not assign this lease or sublet the demised premises, or any part thereof, except in accordance with the provisions set forth in the by-laws of lessor.

(g) That the lessee shall not do, nor permit to be done, in or about the premises demised to the lessee, or in or about any part of the premises owned by the lessor, anything that will disturb the reasonable enjoyment by other lessees of the lessor in the use and occupancy of their apartments.

(h) That the lessee shall not use his apartment for any kind of business, professional, or commercial activity.

(i) That the lessee shall not use his apartment for a boarding, rooming, or lodging house, nor shall he rent it or any part thereof except pursuant to the provisions for subletting as contained in lessor's by-laws.

(j) That the lessee shall not use his apartment as a school or as a place for the giving of instruction, except for the benefit of members of the lessee's own household, who may receive instructions in any subject, including music and the playing of musical instruments, only between the hours of 9 A.M. and 5 P.M. on each and any day.

(k) That the lessee shall not offer his apartment or any part thereof for sale or for sublease by placing or displaying a notice on any door, window, or wall of the building, or upon any part of the premises of the lessor or upon any adjoining premises.

(l) That upon the termination of this lease, by lapse of time or otherwise, the lessee will surrender and deliver up possession of said demised premises in good condition and repair to the lessor, ordinary wear and tear excepted, including all additions, alterations, and improvements which cannot be removed without damage to the premises.

(m) That in case of default of the lessee in the payment of any assessment herein provided, for a period of sixty (60) days after notice in writing of such default, or in case of default in the performance of any other of the covenants, or observance of any other of the conditions or provisions of this lease on the lessee's part to be performed and the continuance of said default for sixty (60) days after written notice from lessor of said default, this lease and the estate or interest hereby created, shall, at the option of the lessor, cease and determine, and it shall thereupon be lawful for the lessor, immediately, or at any time thereafter, to reenter said premises and repossess the same as if this lease had never been made, and remove all persons and property therefrom either by forcible entry and detainer proceedings, or by any suitable action or proceeding at law or in equity.

(n) The lessee covenants and agrees that, for the purposes aforesaid and as security for the faithful performance of all the undertakings of said lessee, all of the shares of stock of the said stockholder and lessee hereunder shall be considered, and are hereby declared to be, continuously pledged to the lessor for the payment of any obligation to the lessor on the part of the lessee, either as the holder of said shares of stock or as tenant hereunder.

(o) That the lessee shall pay and discharge all reasonable costs, expenses, and attorney's fees which shall be incurred and expended by the lessor in collecting any delinquent rents or assessments under this lease, whether by the institution of litigation, or in the taking advice of counsel or otherwise.

8. Any notice to be served hereunder on the lessor may be served by mailing to lessor a copy of such notice by United States certified or registered mail, return-receipt-requested, addressed to the lessor at its usual mailing address, as set forth below; and any notice to be served hereunder upon the lessee may be served by delivery of a copy thereof of the lessee, or by mailing a copy of such notice to the lessee by United States certified or registered mail, return-receipt-requested, addressed to the lessee at said building, provided, that either lessor or lessee may give the other party hereto, from time to time hereafter, in writing, a notice of change of address for said purpose, and in that event such new address shall be used in giving such notice.

9. This lease shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns, of the respective parties hereto, except as hereinbefore provided.

10. It is expressly understood and agreed, and is a condition of this lease, that none of the owners, present or future, of the stock of the lessor corporation, nor any of the directors, present or future, of said corporation, shall be personally liable upon any of the covenants or agreements of the lessor contained in this instrument.

11. Except for the initial lease (being the first lease to the above apartment, effective upon completion of the building) the lessor is in no respect obligated to deliver possession of the leased premises to the lessee, or to secure possession of the same for the benefit of the lessee. It shall be solely the responsibility of the lessee to obtain and to secure possession of the demised premises.

12. This lease shall automatically terminate, and both lessor and lessee shall be fully relieved of any further liability hereunder when, in accordance with the provisions of the by-laws of the lessor, a transfer of lease is approved by the lessor and the new lease is fully executed by both the lessor and the new lessee (transferee) and the lease is delivered. The parties hereto further agree that simultaneously with the execution and delivery of such new lease each party hereto shall surrender his original copy of this lease for cancellation or destruction or, in the alternative, will execute in writing in proper legal form in favor of the other party a release and cancellation of this lease.

13. This lease is executed in duplicate, one copy for the lessor and one copy for the lessee, and each copy shall be an original for all purposes. It shall be valid in favor of lessee only when a counterpart has been executed by lessee and delivered to lessor.

IN WITNESS WHEREOF, on the day and year first above written, the lessor has caused this instrument to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary, and the lessee has hereunto affixed his hand and seal.

ATTEST:

HILLSBORO MILE OCEAN
APARTMENTS SECTION 2, INC.

By _____

Secretary

President
LESSOR

Address: Hillsboro Beach, Pompano Beach, Florida.

(SEAL)

(SEAL)

Witness as to Lessee

Lessee

ACKNOWLEDGMENT OF LESSOR

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me personally appeared _____ as President, And _____ as Secretary of Hillsboro Mile Ocean Apartments, Section 2, Inc., a corporation organized under the laws of the State of Florida; that the aforesaid individuals are known to me to be the individuals whose signatures are subscribed to the above instrument as officers of the above corporation; that they are known to me to be the aforesaid officers of the said corporation; that the aforesaid acknowledgment before me the following: (a) that they hold the above stated offices in the above corporation; (b) that the seal affixed to the above instrument is the corporate seal of the above corporation; (c) that their names officially are by them respectively subscribed thereto; (d) that they have full power and authority to execute the above instrument as officers of the above corporation for and on behalf of the above corporation; and (e) that the above instrument is the free act and deed of the said corporation.

WITNESS my signature and official seal at Fort Lauderdale, Broward County, Florida.

(N P Seal)

My commission expires: _____

ACKNOWLEDGMENT OF LESSEE

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me personally appeared _____ known to me to be the person(s) described in the foregoing instrument and severally acknowledged before me the execution of the above instrument.

WITNESS my signature and official seal at _____, said county and state.

(N P Seal)

My commission expires: _____

APPENDIX B

APPLICATION FORM FOR PERMANENT TRANSFER OF APARTMENT PART A - TO BE COMPLETED BY PRESENT LESSEE (S)

To: The Board of Directors

Request is hereby made by the undersigned, the owner(s) of stock in Hillsboro Mile Ocean Apartments, Section 2, Inc., and the lessee(s) of Apartment No. _____, Broward County, Florida, for the authorization and approval of a majority of the Board of Directors for a transfer of the lease of said apartment to:

(usual legal name or names)

(usual permanent address)

(city and state)

and upon transfer and the execution of a new lease between the corporation, and the above, for release of the undersigned from the terms of the present lease.

The undersigned deliver(s) herewith \$25.00 out of which amount you are authorized to spend such sums as are deemed necessary by you to complete an investigation of the above named person(s) and to refund the balance, if any, to the undersigned upon your acting upon this request.

It is understood that 30 days shall be allowed for you to complete your investigation.

The undersigned agree(s) that if this transfer is approved and is consummated, the undersigned will assign his (her or their) stock in the corporation (which stock controls the above apartment) to the above named transferee(s) and will surrender to the corporation the original present lease held by the undersigned and will also release the corporation from the terms of said lease.

Dated at _____ this _____ day of _____, 20____.

(fill in name(s) of owner(s))

By _____
(signature of one owner required)

PART B – TO BE COMPLETED BY PROSPECTIVE TRANSFeree(S)

To: The Board of Directors

The undersigned (is) (are) the above named prospective transferee(s), as proposed by _____
(present lessee(s))

The undersigned request approval of a majority of the Board of Directors for the transfer of the lease of Apartment No. _____ from the above present lessee(s) to the undersigned, and, as an inducement to influence your granting said approval, the undersigned represent(s) that (he) (she) (they):

1. (Has) (Have) read the present lease, the charter, and by-laws of the corporation and (is) (are) willing to accept a lease in accordance with all of the terms, conditions, and provisions of said present lease, by-laws, and charter.
2. (Knows) (Know) that any change in the said charter or by-laws will possibly change the lease to be obtained, and that said charter and by-laws are subject to change.
3. Will abide by all house rules promulgated in accordance with the provisions of the said by-laws.
4. (Is) (Are) known well by the following individuals, of whom you are authorized to make inquiry concerning the character, reputation, and financial responsibility of the undersigned: NOTE: List 5 business references and 5 social references. Give in each case, name, business and home address, telephone number (if known), and, if any party is likely to be at a second address (e.g. on vacation) list that address also, keeping in mind that the easier you make it for the Directors to locate the references, the more quickly the results will be available on this application:

Dated at _____, this _____ day
of _____, 20____.

(Each adult to be an occupant of
the leased premises must sign
this application, in addition to the
party to be named as lessee.)

PART C – TO BE COMPLETED BY MEMBERS OF BOARD OF DIRECTORS

Each of the undersigned as a member of the Board of Directors of Hillsboro Mile Ocean Apartments, Section 2, Inc., represents that he (or she) has investigated the above applicant or applicants, or has caused an investigation to have been made, and each hereby signifies by indication prior to his signature below, his (or her) approval or disapproval of the above application.

NOTE: The approval of a majority of the Board of Directors is required. Said approvals can be indicated on one or on separate forms. The form or forms must be filed with the Secretary of the corporation and only when approvals signed by a majority of the Board of Directors have been filed with the Secretary shall the consent of the corporation as lessor, exist.

approved _____ disapproved _____

(Signature)

APPENDIX C

FORM OF SUBLEASE

THIS SUBLEASE made this _____ day of _____, 20____, by and between _____, as first party, and _____, as second party.

WITNESSETH: For and in consideration of the sum of \$100.00 and other valuable consideration, the receipt of which is hereby acknowledged, the first party does hereby sublet to second party Apartment No. _____, Hillsboro Mile Ocean Apartments, Section 2, Hillsboro Beach, Broward County, Florida, for the term beginning on the _____ day of _____, 20____, and terminating on the _____ day of _____, 20____ (which term shall be for more than 6 months but in no event exceed two years).

TO HAVE AND TO HOLD the said premises subject to all of the provisions, covenants, and conditions of the lease executed on the _____ day of _____, 20____, by and between the owner, as lessor, and the above named first party, as lessee, and subject to the provisions of the charter and by-laws of corporation which is the owner of the premises and the house rules promulgated in accordance with the said by-laws.

The second party, by accepting this sublease, agrees to be bound, in exactly the same manner as the first party is bound, by all the provisions of the charter and by-laws of corporation which is the owner of the premises and the house rules promulgated in accordance with the by-laws.

This sublease shall not be valid until the approval form set forth below is executed by the Secretary of corporation which is the owner of the premises and the seal of the corporation attached. A complete, signed copy of this sublease must be filed with the Secretary. Nothing herein shall prohibit the execution by the parties to this sublease of any instrument or instruments setting forth additional conditions or provisions governing this sublease, providing that they are not inconsistent with those set forth herein.

IN WITNESS WHEREOF the first party has affixed his hand and seal the day and year first above written at _____.

(city, town)

(state)

_____ (SEAL)

CERTIFICATE OF APPROVAL OF BOARD OF DIRECTORS

The undersigned, as Secretary, by signing below and by attaching hereto the corporate seal, certifies that:

(a) a complete, signed exact copy of the above sublease has been filed with the undersigned at, or prior to, the execution of this certificate.

(b) there is on file with the undersigned, with respect to the execution of the above sublease, written approvals for same signed by at least a majority of the members of the Board of Directors.

(c) All requirements of the corporation for approval of sublease have been met and complied with and the said corporation, as lessor, does now grant its approval to the execution of the above sublease to:

(state the name(s) of sublessee(s))

the same being one or more of the person(s) listed as prospective sublessee(s) in, and who signed, the original application form for approval of sublease filed to secure this approval.

CORPORATE SEAL

HILLSBORO MILE OCEAN APARTMENTS,
SECTION 2, INC., as Lessor

By _____
Secretary

APPENDIX D

APPLICATION FORM FOR SUBLICENSE OF APARTMENT FOR MORE THAN 6 MONTHS

PART A – TO BE COMPLETED BY PRESENT LESSEE(S)

To: The Board of Directors

Request is hereby made by the undersigned, the owner(s) of stock in Hillsboro Mile Ocean Apartments, Section 2, Inc., and the lessee(s) of Apartment No. _____, Hillsboro Mile Ocean Apartments, Section 2, Hillsboro Beach, Broward County, Florida, for authorization and approval of a majority of the Board of Directors to sublet said apartment to:

(legal name or names)

(permanent address)

(city and state)

for a period of more than 6 months, but which term shall in no event exceed 2 years.

The undersigned deliver(s) herewith \$100.00 out of which amount you are authorized to spend such sums as are deemed necessary by you to complete an investigation of the above named person(s) and to refund the balance, if any, to the undersigned upon your acting upon this request. It is understood that thirty (30) days shall be allowed for you to complete your investigation.

The undersigned agree(s) that if this request is granted the undersigned will be relieved of no liability or responsibility under the lease by virtue of the sublessee's becoming additionally liable on the lease.

The undersigned further agree(s) that it will be the undersigned's responsibility, and not the responsibility of the corporation or of the Board of Directors to secure a re-delivery of possession from the sublessee upon termination of the sublease. This provision, however, shall not prevent action by the corporation against the lessee or the sublessee to secure full performance of the provisions of the lease or sublease or to enjoin any violation of the same.

Dated at _____, this _____ day of _____, 20____.

(fill in name(s) of owner(s))
By _____
(signature of one owner required)

PART B – TO BE COMPLETED BY PROSPECTIVE SUBLESSEE(S)

To: The Board of Directors

The undersigned (is) (are) the above named prospective sublessee(s), as proposed by _____
(present lessee(s))

The undersigned request(s) approval of a majority of the Board of Directors for the execution of a sublease of Apartment No. _____ from the above present lessee(s) to the undersigned, and, as an inducement to influence your granting said approval, the undersigned represent(s) that (he) (she) (they):

1. (Has) (Have) read the present lease, the charter, and by-laws of the corporation which is the owner of the premises and (is) (are) willing to accept a sublease in accordance with all of the terms, conditions, and provisions of said present lease, by-laws, and charter.
2. (Knows) (Know) that any change in the said charter or by-laws will possibly change the lease under which the undersigned will hold as sublessee(s), and that said charter and by-laws are subject to change.
3. Will abide by all house rules promulgated in accordance with the provisions of the said by-laws.
4. (Is) (Are) known well by the following individuals, of whom you are authorized to make inquiry concerning the character, reputation, and financial responsibility of the undersigned. NOTE: The approval of a majority of the Board of Directors is required. Said approvals can be indicated on one or on separate forms. The form or forms must be filed with the Secretary and only when approvals signed by a majority of the Board of Directors have been filed with the Secretary shall the consent of the corporation exist.

approved _____ disapproved _____

(Signature)

APPENDIX E

APPLICATION FORM FOR SUBLEASE OF APARTMENT FOR 6 MONTHS OR LESS

PART A- TO BE COMPLETED BY PRESENT LESSEE(S)

To: The Board of Directors

Request is hereby made by the undersigned, the owner(s) of stock in Hillsboro Mile Ocean Apartments, Section 2, Inc., and the lessee(s) of Apartment No. _____, Hillsboro Mile Ocean Apartments, Section 2, Hillsboro Beach, Broward County, Florida, for authorization and approval of a majority of the Board of Directors to sublet said apartment to:

(legal name or names)

(permanent address)

(city and state)

for a period of not more than _____ (State maximum length of proposed sublease). It is understood that in no event can a sublease for which application is made on this form run for more than 6 months.

The undersigned agrees to furnish to you whatever additional information you may require to enable you to pass on this application.

The undersigned agree(s) that if this request is granted the undersigned will be relieved of no liability or responsibility under the lease by virtue of the sublessee's becoming additionally liable on the lease.

The undersigned further agree(s) that it will be the undersigned's responsibility, and not the responsibility of the corporation or of the Board of Directors to secure a redelivery of possession from the sublessee upon the termination of the sublease. This provision, however, shall not prevent action by the corporation against the lessee or the sublessee to secure full performance of the provisions of the lease or sublease or to enjoin any violation of the same.

Dated at _____, this ____ day of _____, 20 ____.

(fill in name(s) of owner(s))
By _____
(signature of one owner required)

PART B – TO BE COMPLETED BY PROSPECTIVE SUBLESSEE(S)

To: The Board of Directors

The undersigned (is) (are) the above named prospective sublessee(s), as proposed by : _____.

The undersigned request(s) approval of a majority of the Board of Directors for the execution of a sublease of Apartment No. _____, from the above present lessee(s) to the undersigned, and, as an inducement to influence your granting said approval, the undersigned represent(s) that (he) (she) (they) will abide by all house rules promulgated for the above apartment and for the premises.

Dated at _____, this _____ day of _____, 20____.

(Each adult to be an occupant of
the leased premises must sign
this application, in addition to the
party to be named as sublessee.)

PART C – TO BE COMPLETED BY MEMBERS OF BOARD OF DIRECTORS

Each of the undersigned, as a member of the Board of Directors, represents that he (or she) has investigated the above applicant or applicants, or has caused an investigation to have been made, and each hereby signifies by indication prior to his signature below, his (or her) approval or disapproval of the above application.

NOTE: The approval of a majority of the Board of Directors is required. Said approvals can be indicated on one or on separate forms. The form or forms must be filed with the Secretary of the corporation and only when approvals signed by a majority of the Board of Directors have been filed with the Secretary shall the consent of the corporation exist.

approved _____ disapproved _____

(Signature)

HOUSE RULES

The following House Rules are adopted to ensure that all owners may enjoy well-managed buildings and facilities under conditions which are conducive to maximum comfort, convenience and safety.

Each owner, or properly authorized and approved tenant(s), shall be responsible for the actions and conduct of family members and guests as they relate to the By-Laws, the Proprietary Lease and the House Rules of the Hillsboro Mile Ocean Apartments, Section 2, Inc.

All owners are asked to review this manual and abide by its contents and be sure tenants and guests review it well. In the spirit of co-operative living, we have tried to lay out simple, consistent, and meaningful regulations regarding issues that are typically prevalent in a community living environment. Most of these rules have evolved over the years by Board Members who have endeavored to serve the best interests of our shareholders. We hope the current revision will continue to serve that purpose.

The Board of Directors

October 2004

OCCUPANCY LIMITATIONS

Apply to owners, tenants, and guests.

1 bedroom apartments – 4 adults

2 bedroom apartments – 6 adults

Exemptions may be possible only with written permission of the Board of Directors. Occupancy limitations will be strictly enforced if no written permission is granted.

[As set forth in Article XVII, Section 1 of our Bylaws: "We shall be known and shall function as a Senior Community admitting to occupancy in each apartment only individuals who are age 55 and over, with no child or children under eighteen (18) years of age in the household".]

OCCUPANCY BY GUESTS, TENANTS, OR OTHER AUTHORIZED PERSONS

A guest is a person or persons entertained by a shareholder or authorized tenant.

A tenant is a person or persons authorized by application as required by the By-laws to occupy an apartment.

When owners are not present, guests may not invite other guests or visitors to use the facilities.

Owners not in residence must notify Board Members of the proposed occupancy of their unit others. Information must include the names of all proposed occupants and all the dates of occupancy. This information must be in writing and in the hands of the Board at least 3 weeks prior to the arrival of the proposed guest(s). Owners who do not notify the Board prior to the occupancy of their apartments by persons other than themselves will subject those persons to possible arrest as trespassers. **NOTIFICATION IS A MUST!!** In case of immediate family occupancy, owners need only notify a Board Member, preferably in writing, prior to the occupancy date by at least 1 week.

SALES

Specific forms are required for the proposed sale of an apartment and are available from a Board Member. All information must be completely filled in.

Owners are required to turn in their Stock Certificates and Proprietary Lease to the Board if a sale is approved and consummated. A new Stock Certificate and Proprietary Lease will be issued to the new owner following appropriate registration of ownership with the state and local authorities by the new owner or his/her legal representative.

The Board will interview all applicants for the transfer of ownership of a unit. This will be scheduled following receipt and review of all required forms and investigative reports.

Interview dates will be at the Board's discretion and every effort will be made to accommodate applicant's schedules.

RENTED APARTMENTS

As set forth in our By-laws, Section 7, Article XII Amended, "an owner may not sublet an apartment throughout the first two (2) years of ownership.

Subsequent to that period, an owner planning to rent his/her unit, must provide the Board with information regarding a proposed tenant's background, employment history, etc., before the Board can rule on the rental request.

Current Florida state laws prohibit rentals until such information is obtained and maintained on file by the Co-op. Owners are responsible to see to it that any approved tenant (or guest) abides by all House Rules and our Corporate By-laws.

Application for Rental forms are available from the Board Members and must be completely filled out with answers to all queries in the forms.

Owners renting apartments to the same person(s) consecutive years must submit an application each year, however an investigation will not be done after the initial year, unless deemed necessary by the Board.

An apartment may be rented once during the period of October 1 through May 31 and/or once during the period of June 1 through September 30. Children under 18 years of age are not permitted to occupy apartments of tenants or guests. (Owners immediate family exempted.)

Any children visiting or in residence must be under the direct supervision of the adult occupant to ensure that other residents are not unduly disturbed.

The following restrictions will be strictly enforced:

- No playing on walkways or stairways.
- No shouting from windows or stairways.
- No ball playing indoors.
- No ball playing or other activities in the Club House.
- Ball games or other games involving throwing, catching or hitting of objects must be confined to the beach or west of A1A.

CABANAS

The Corporation will be responsible for setting up cabanas on the beach at the beginning of an owner's stay; and for their removal, cleaning and storage of them at the end of the owner's stay. Cabanas will be set up and removed only once in a calendar year – except in case of emergency. Additional up/down needs may be individually arranged for with the yardman.

Please maintain coolers, towels, bathing equipment, toys, etc, in your cabana or unit.

The sea wall must not be used to dry suits/towels, etc.

CLUBHOUSE/DECK USE

If an owner is planning to use the Clubhouse or deck for a private party, please place a notice to that effect on the bulletin board a few days before. "Clean up" is the owner's responsibility.

The A/C must be turned off and the blinds lowered after using this area and the room secured. All garbage, etc., must be removed and put in the dumpster. Foodstuffs may be stored in the refrigerator provided, but must be removed following use of the room.

A barbecue unit is available for cooking. The unit must be thoroughly cleaned following use by any owner or authorized tenant or guest.

NO SMOKING IS ALLOWED IN THE CLUBHOUSE

MARINA BOAT/DOCKS

Boat Docking is under the immediate supervision of the Boat Dock Committee. Six (6) slips are available and a "Wait List" is maintained by the Dock Committee. Boat maintenance must be done in the slip authorized for use only. Docking fees, etc. are established and must be paid as billed on a bi-monthly basis with maintenance fees.

No docking is permitted along the side of the pool area or clubhouse at any time!

No cleaning and/or maintenance of boats allowed in the parking areas, including guest-parking areas, at any time. No entry of egress to the authorized boat slip is allowed via the property.

LAUNDRY

Assigned period: Each apartment is assigned a laundry period of 2 hours per week. The allotted time is posted in the laundry rooms. Maids, guests, and tenants should be apprised of the time allotted to the unit.

Unassigned periods: Those wishing additional time are requested to insert (with tape on the wood molding), a paper with their name and date on it, in one of the unassigned time periods shown on the schedule. This will be a temporary assignment – valid, for the specific date and time requested only!

Anyone desiring a time period that is assigned to another resident must request the change on a person-to-person basis.

LAUNDRY HOURS

Laundry rooms are available from 8 a.m. to 5 p.m. Monday thru Saturday. The laundry rooms are closed on Sunday!

Please, use only low-sudsing detergent or soap in the laundry.

Rules and instructions for the use of the laundry facilities are posted in each laundry room. Do not leave laundry in machines overnight.

Do not hang bathing suits, beach towels, rugs, laundry, etc. on balconies, patios, lawn areas, beach wall or in windows.

EXTERMINATION SERVICES

Each owner is responsible for extermination services within their unit with a Commercial Company. State law prohibits the yardman from using the chemicals required for adequate extermination for individual units.

Extermination requirements for the lawns, shrubs, trees, laundry rooms, clubhouse, bathrooms and storage rooms are provided by the Co-Op.

PARKING

APARTMENT OWNERS

Specific parking spaces are not assigned. Please park in nearest space available to your apartment. Owners only may park on the east side of A1A (only one car per apartment is permitted to park on the east side of A1A).

RENTERS AND GUESTS

Because Building "C" has 18 parking spaces for 21 apartments, and Building "D" has only 17 spaces for 21 owners on the east side of A1A, all renters and guests must park in C & D's Guest Parking areas on the west side of A1A. It will be the owner's responsibility to notify all renters and guests of this rule. Handicapped Parking will be arranged for owners and/or authorized tenants who have valid Handicapped Parking Permits from any state.

COMMERCIAL VEHICLES

All owners should advise trade people who are to work in their apartment(s) that

the upper level (east of A1A) parking lot C & D is for loading and unloading only. While the work is underway, any truck must be parked west of A1A. If the truck must be on the upper level while work is in progress, the owner may move his car off the upper level while work is in progress, the owners must move their car off the upper level and allow the truck to be parked in the owners' space. THERE IS TO BE NO PARKING IN DESIGNATED CAR WASH AREAS

Auto Repairs: No repairs, i.e., oil changes, radiator flushing, etc. are to be made on the premises. An exception would be for emergency repair or service by an authorized Auto Company.

PATIO/PORCH USE

It is against the law of the town of Hillsboro Beach to use patios or porches for barbequing, etc. Barbequing on the beach requires a special permit from the town of Hillsboro Beach. Please adhere to these requirements.

PETS

No pets are permitted to "live" in. Visiting pets must be leashed at all times. "Clean-ups" are owners' responsibilities.

POOL RULES

The following are Broward County Rules: A-F

- A. No animals in pool or pool deck.
- B. No food or drink in pool or on pool deck.
- C. Shower before entering pool and empty sand out of pockets of suits, toys, etc.
- D. Bathing limit is no more than 20 persons at any time.
- E. Pool hours are **DAWN TO DUSK-NIGHTTIME USE IS NOT PERMITTED BY LAW.**
- F. Water temperature may not exceed 105 degrees.
- G. NO DIVING ALLOWED AT ANY TIME.

Special Note

- At the sound of thunder, due to inherent danger, leave the pool area.
- Raised umbrellas should be lowered before you leave the pool area.

- County Rule allows no eating and/or drinking at poolside. Please use the lawn area or clubhouse for this activity.

STORAGE

A storage bin for each apartment is provided in the clubhouse building on A1A. Keys to this room are provided by the Co-op. Individual "Bin" locks are the owners' responsibility.

NOISE

We ask that everyone reduce all radio, stereo, TV, etc. noise to a minimum after 10 p.m.

SANITARY SYSTEM

Do not dispose of facial tissue, feminine products, ashtray contents, hair, heavy paper, grease or coffee grounds in you units' **kitchen sink, bathroom sink or in the toilets.**

TRASH – GARBAGE

Trash collection will be made daily. Monday through Friday, at 11:30 a.m. Garbage must be wrapped properly (preferably in plastic bags), tied securely, and placed in front of your unit door. Residents who miss a collection are responsible for disposing of their trash/garbage into our dumpster on the west side of A1A.

Extraordinary articles in need of disposal should be called to the attention of the yardman.

Do not leave trash/garbage outside of apartment doors between collection times.

ALL OTHER SERVICES

Services such as opening or closing of storm shutters, moving furniture, setting up or removal of dehumidifiers, turning water off or on, carrying luggage, etc. are the responsibility of the owner. The Corporation will permit the yardman to perform these services provided sufficient notice is given and such activities do not interfere with regularly assigned duties.

Since owners have different service requirements when opening and closing apartments, payment for such services will be the sole responsibility of the owner and/or authorized tenant, guest, etc.

REPAIRS

The Corporation is responsible for all exterior repairs of buildings, except damage and/or defacing caused by an owner or authorized tenant or guest.

Owners are responsible for interior repairs to their own apartments, including all windows and doors. The Board reserves the right to restrict owners' installation of doors and windows, when the areas affect the ambience of the community. Major construction should only be done during the summer months so that a majority of owners may enjoy a quiet atmosphere during their stay. Construction or renovation is allowed Monday-Friday 8:00 AM-5:00 PM and Saturday 8:00 AM - 12 noon. **No work is permitted on Sundays.**

EMERGENCY REPAIRS

You may call the yardman for emergency repairs. He will determine if he can make the emergency repairs or if the owner must employ an outside service company.

EMPLOYEES

Any employee of Hillsboro Mile Ocean Apartments, are hired by, and are under the control of, the Board of Directors. Abusive, discourteous language to the employees by any shareholder or tenant is in poor taste and will not be condoned.

VIOLATIONS

If there should be a violation of the By-laws, Lease Agreement and/or House Rules, and if these violations are severe enough to require disciplinary action, the President and the Board of Directors shall call a meeting of past presidents available, and they together with the Board, shall determine what steps should be taken to eliminate repetition of such violations, subject to existing regulations. This group, so organized, is authorized to take such corrective measures, as they deem appropriate, including using law enforcement agencies or legal action.