

## **House Rules**

Last Revised: October 29, 2025

Hillsboro Mile Ocean Apartments Sec. 2, Inc.  
1043 Hillsboro Mile Hillsboro Beach, FL. 33062

The following House Rules are adopted to ensure that all owners may enjoy well-managed buildings and facilities under conditions that promote 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 these rules and abide by contents and be sure tenants and guests review these as 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 that this updated review will continue to serve that purpose.

Board of Directors

# HOUSE RULES

## Section 1 - OCCUPANCY LIMITATIONS

Owners, tenants and guests must adhere to the following: 1 bedroom apartments, up to 4 adults, and 2 bedroom apartments, up to 6 adults.

Exceptions may be possible 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 children under eighteen (18) years of age in the household".

## Section 2 - AUTHORIZED PERSONS

Owners not in residence must notify Board members of the proposed occupancy of their units by others. Information must include the names of all proposed occupants and the dates of occupancy. This information must be in writing or emailed at least two weeks prior to the arrival of the proposed guest(s), exceptions will be dealt with on a case by case basis. Owners who do not notify the Board prior to occupancy of their apartments by persons other than themselves, will subject those persons to possible arrest as trespassers.

Shareholders can use other shareholders' condos for their family and/or guest as long as there is no money exchanged (other than maid services) and the borrowing shareholder is on property.

Service personnel such as health care workers and cleaning personnel fall under this category (authorized persons) and are the responsibility of unit owner and are exempted from prior notification, as they come on a regular basis.

**Guest:** A guest is a person or persons entertained and accompanied by a shareholder or authorized tenant. When owners are not present, guests may not be on premises unless prior Board approval, and this is limited to twice per season.

**Tenant:** A tenant is a person or persons authorized by application as required by the By-Laws, to occupy an apartment (necessary forms are on the website).

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 law prohibits rentals until such information is obtained and maintained on file by the Corporation. Owners are responsible to see to it that any approved tenant (or guest) abides by all House Rules and our Corporate By-Laws. The owner must make sure the renter or guest has read, and fully understands, all House Rules, and owner must acknowledge that the renter or guest agrees to be responsible for any and all violations of House Rules. Application for Rental forms are available from Board members, and on the website, and must be completely filled out.

Owners renting apartments to the same person(s) for 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 only once during the period of October 1 through April 30, and/or once during the period of May 1 through September 30. Children under 18 years of age are not permitted to occupy apartments of tenants or guests (owners immediate family exempted).

**Family:** In cases of family occupancy, owners need only notify the Board through the website ("Contact" page) prior to the occupancy date by at least one week. The notice should include name of persons who will occupy the unit along with relation to owner. It is very difficult to know who is a trespasser and who is your family, unless you inform the Board.

### **Section 3 - BOAT HOUSE / DECK USE**

If an owner is planning to use the boat house/deck for a private party, a notice to that effect must be placed on the bulletin board or preferably on the calendar in the boat house a few days before.

Reservations shall be made on a first-come, first-serve basis. Limited monthly to one reservation request made a minimum 7 days prior to the requested day. Then with 6 days prior to a given calendar day, there is no limit on monthly reservation requests for any day not already reserved. Violations of rules regarding the proper clean-up or reservation system are subject to fines and/or suspension of usage privileges.

Clean-up is the owner's responsibility, including removal of garbage after each use as well as lock-up of the restrooms, the boat house, the entry gate, etc.

Failure to properly return the boathouse, grills, or furniture after any use (pursuant to posted rules located above the reservation board) to condition as at commencement of

use by 11:00 am next day shall be a violation and assessed a \$50 fine, subject to governing documents violation rules and procedures.

The A/C must be turned off and the windows closed after using this area and the room secured. Food may be stored in the refrigerator provided but must be removed following use of the room. Two barbecue units are available for cooking. The units must be thoroughly cleaned following use by any owner or authorized tenant of guest.

Shareholders and renters are allowed to entertain in the boat house.

Please return any item removed accidentally from the boat house.

No smoking is allowed in the boat house.

All umbrellas at the boathouse, pool, dock and beach side need to be immediately closed after use.

The boat house and pool areas are a great place for parties and get-togethers, but large parties (21 guests or more) are not allowed on the ocean side without prior and specific approval by the Board. Request may be emailed but plans should not be finalized until approval is granted.

#### **Section 4 - 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 and posted on the website. Boat maintenance must be done in the slip authorized for use only. Docking fees 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 boat house at any time. No cleaning and/or maintenance of boats are allowed in the parking areas, including in the guest-parking areas, at any time.

Requests must be made by email to the dockmaster/boat dock committee and to the association property manager, also specifying a particular slip number, if desired. Shareholders may hold multiple "Wait List" requests, but may hold a boat slip lease and docking of only one vessel at any time. The procedure for the awarding of slips shall be determined and published by the dockmaster/boat dock committee, and approved by the Board, and may be subject to modification with written notice.

Other than within approved storage and when unattended, the finger docks and seawalls adjacent to the Marina must remain completely clear of all lines, boat equipment and accessories. Any remaining items, if identifiable to that Tenant, may be placed by HMOA2 within/on that Tenant's vessel if it is present at the Marina, else, it may be subject to removal and disposal, without further additional notice.

#### **Section 5 - LAUNDRY**

Do not leave any laundry, laundry baskets or washing/drying supplies outside the laundry room door.

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

## **Section 6 - PARKING**

**Apartment owners:** Specific parking spaces are not assigned. You may park in the nearest space available to your apartment, in the lot for your building. Owners only may park on the East side of A1A (only one vehicle per apartment is permitted to park on the East side of A1A from December 1 through April 30).

If you qualify for use of a handicapped space, that space is considered your one vehicle per apartment space. You must park any other vehicle on the West side of A1A. Handicapped Parking will be arranged for owners and/or authorized tenants who have valid Handicapped Parking Permits from any State, and approved by the Board.

**Renters and Guests:** All 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 guests of this rule. Rental tenants may use their apartment owner's space while renting.

These rules must be followed, as Building "C" has 18 parking spaces for 21 apartments, and Building "D" has 17 spaces for 21 apartments.

If you leave for an extended period of time, longer than three days, from December 1 through April 30, and leave a vehicle, you must park it in the Guest Area on West side of A1A.

**Commercial Vehicles:** All owners should advise trades people who are to work in their apartment(s) that the upper level (East side of A1A) parking lot for building C and D is for loading and unloading only. While work is underway, any truck must be parked West of A1A. If the truck must be on the upper level (East side), while work is in progress, the owners must move their own vehicles off the upper level and allow the truck to be parked in the owner's space. There is to be no parking in the designated car wash areas.

No vehicles should be washed on the East side of A1A as there is a designated car wash area on the West side.

For violations by owners or guests of owners regarding parking as set forth on our website, the unit owner shall be notified of the violation in writing (text or email); and if the vehicle is not removed within twelve (12) hours of the notification of the violation, the vehicle shall be towed at the owner's expense. A second violation will require no notification before towing. The location of the towed vehicle will be provided by the Hillsboro Beach Police Department. The towing of an uninvited visitor's vehicle which is

illegally parked will be subject to removal pursuant to the posted signs on our property.

### **Section 7 - VEHICLE 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 Service Company.

### **Section 8 - STORAGE**

A storage bin for each apartment is provided in the boat house building on A1A. Keys to this room are provided by the Corporation. Individual bin locks are the owners' responsibility. Bikes, surfboards, etc. are to be stored in designated areas and not in hallways, balconies, patios or common areas at any time.

### **Section 9 - SHUTTERS**

All external shutters have to be properly maintained and will be inspected once a year before hurricane season. Notice of any necessary repairs will be given and if repairs are not immediately made, the Board will take action to be sure the repairs are done and the owners will be charged. Opening and closing of shutters are the owner's responsibility.

### **Section 10 - PETS**

The properties at 1043 are "NO PETS" properties. Service animals that have been previously approved by the Board are exceptions, but there is a difference between a pet and a service animal (See ADA Rules and Regulations concerning leashes, etc.). In the future, not only will the Board require State / Federal paperwork to admit a service animal, but also "Service Animal Training Documentation" will be required as well.

No pets are permitted to "live" in or remain overnight. The "NO PETS" rules certainly apply to renters and guests as well. Any day visitors are encouraged not to bring pets. If they do, those animals must be leashed at all times. "Clean-ups" are the owner's responsibility and must be done immediately.

### **Section 11 - NOISE**

We ask that everyone reduce all radio, stereo, TV, etc. noise to a minimum between 10pm and 10am, just remember to be a good neighbor.

### **Section 12 - PATIO/PORCH USE**

Barbecues should not be used on patios or porches, etc. Barbecuing on the beach requires a special permit from the town of Hillsboro Beach. Please adhere to these requirements.

Your patio/porch extends only to the end of that patio/porch and not beyond. Any chairs, lounges, tables, recreational equipment, etc. beyond those limits must be removed when not in immediate use. Also swings, surfboards and other such items should not be visibly stored in view from outside of your unit.

Any personal items intentionally placed, or remaining unattended, by Shareholder-Tenants or guests anywhere within the Cooperative's communal Common Areas of HMOA2, which includes all Cooperative property with the exception of; a) within the enclosed, interior of a Shareholder-Tenant's apartment, b) within the confines of a ground floor, "un-extended" apartment unit, covered patio area, and c) within a properly parked vehicle, are subject to removal and disposal without further additional notice.

This includes any personal items placed or remaining on: all grassy, pebbled or sandy area surrounding and extending out from the apartment buildings; the limits of HMOA2's private beach, up to the Mean High Waterline; all stairways and catwalks; communal laundry room areas; electrical metering rooms; all parking areas on both of A1A; and all BoatHouse/pool/Marina areas west of A1A.

HMOA2 shall make every effort to return any discovered personal items of value if clearly and unintentionally misplaced and easily determinable as to its ownership, by owner provided, legible, attached name or apartment number identification.

An exception to this policy is sporting or water equipment which may remain within the communal Common Area while within a day's use, secured out of direct view of apartments, but must be removed at the end of each day and cannot remain within the communal Common Area overnight.

Only two chairs are allowed on ground floor units without a large and covered patio area.

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

### **Section 13 - WATERFRONT SAND AREA**

Each owner is attributed a designated space within the waterfront sand area, as per plan below. Please respect individual spaces and be governed accordingly.

The waterfront sand area is to be used by owners, guests or tenants only. Each owner is entitled to place two lounge chairs (no view obstructing chairs such as Adirondack) and one cabana on their designated place (see below). Chairs can be moved throughout the day but must be facing south by end of day and cabanas lowered. Two beach chairs and an umbrella for the ocean beach can also be stored between the lounge chairs. It should



- D. Pool hours are dawn to dusk. Night time use is not permitted by law
- E. No diving allowed at any time
- F. At the sound of thunder, due to inherent danger, leave the pool area
- G. Raised umbrellas should be lowered before you leave the pool area
- H. County Rule allows no eating and/or drinking at poolside. Please use the lawn area or boat house for this activity
- I. Lounge chairs are to be placed back to their original locations after use
- J. Pool equipment may not be tampered with. Pool temperature is not to be changed.
- K. Fishing area on boardwalk should be reserved to behind the equipment shed to prevent awkward smells around dining and pool areas.
- L. Lock up when you leave the entrance gate and ensure restrooms, boat house, etc. are also locked.

**Section 15 - EXTERMINATION SERVICES**

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

Extermination requirements for the lawns, shrubs, trees, laundry rooms, boat house, boat house bathrooms, and storage rooms are provided by the Corporation.

**Section 16 - 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 the interior repairs to their own apartments, including all windows and doors. The Board reserves the right to restrict owner’s installation of doors and windows, when these areas affect the ambiance 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, 8am to 5pm. With the exception of hand painting, no work is permitted on Saturdays or Sundays. All “major” repairs are to be Board approved prior to beginning, and permitted by the City, complying with all local, county and state requirements as required by those authorities. This includes the proper posting of all

permitting documentation throughout the project period, from commencement through the closure of the permit upon completion of the project.

The use by any Shareholder of any paid contractor or service personnel must first be registered with the association by written record of an email (or a form, if then available from HMOA2) providing HMOA2: a list of the general nature of the work to be performed and a copy of the contractor's contact information, License and Insurance, including liability coverage to the general protection and benefit of HMOA2.

In order for HMOA2 to efficiently and economically fulfill its responsibilities of property maintenance under its governing documents, Shareholders must inform HMOA2 in writing of any repair deficiencies, particularly those involving plumbing leaks or electrical issues, so that HMOA2's liabilities, potential repair and damage expenses may best be mitigated. Failure to do so may result in that Shareholder becoming financially responsible for any associated damage expenses as a result of an ongoing condition that was a repair responsibility of HMOA2.

**Emergency Repairs:** You may call on the handyman for emergency repairs. He will determine if he can make the emergency repairs or if the owner must and/or should employ an outside company.

### **Section 17 - ALL OTHER SERVICES**

Services such as opening and 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 handyman to perform these services provided sufficient notice is given, and such activities do not interfere with regularly assigned duties (after his regularly scheduled working hours).

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

### **Section 18 - EMPLOYEES**

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

Any complaints and/or suggestions regarding the services of an employee must be communicated through the website or emailed to the Board of Directors. Written complaints and/or suggestions will be responded to promptly.

**Section 19 - LANDSCAPE**

Do not plant or remove or cut bushes and/or trees without Beautification Committee and/or Board approval.

For violations of House Rules by owners or guests of owners that require repairs/actions to rectify, the offending owners shall be assessed the cost of said repairs/rectifications. Specifically, this includes any owner or owner's guest making any changes to the grounds, including but not limited to trees, shrubs, and flowers, and including but not limited to cutting, trimming or planting, without the permission of the Beautification Committee. In addition to the cost of the repairs / rectifications / replacement, an owner (including an owner responsible for his guest's actions) shall be fined \$100 per infraction — as a deterrent.

**Section 20 - VIOLATIONS**

For violations of federal, county and state rules and regulations as set forth by those entities and provided on our website, including but not limited to regulations regarding COVID, the unit owner shall be notified of the violation in writing (text or email).

Below are links to federal, county and state rules and regulations regarding COVID-19 :

<https://www.usa.gov/coronavirus>

<https://www.broward.org/CoronaVirus/Pages/default.aspx>

<https://floridahealthcovid19.gov>

Any unit owner, or his or her guest, who removes a posted sign from our property shall be assessed the cost of the sign and its replacement.

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 Board shall determine what steps should be taken to eliminate repetitions of such violations, subject to existing regulations and rules, and the Board is authorized to take such corrective measures as they deem appropriate, starting with appropriate notifications, followed if necessary by possible fines and/or suspension of offending Owner's (and/or Owner's Guests') rights and privileges within the Community. If all else fails, law enforcement agencies and/or legal actions would be taken and the cost would be assigned to the owner who necessitates such actions.

**Section 21 - SALES**

Specific forms are required for the proposed sales of an apartment and are available from a Board member or easily found on the website. All information must be completely filled in.

Owners are required to turn in the 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 interview 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 the applicant's schedule.

Any outstanding delinquencies or past due fees or fines will be paid at the settlement of the sale, or there will be no sale. (see section on Violations above).

This little piece of paradise that we all so enjoy is after all, a Communal Living Environment. Accordingly, we rely on each and the other to adhere to the Lease Agreement, By-Laws and the House Rules, and we continue to strive to keep Rules to a minimum, but without Rules there is eventually chaos.

We are all neighbors and friends, so please do not let any action get to the point of needing anything other than a friendly reminder.....Be a good neighbor and remember that this is a community living environment.