

THE MOORINGS AT ABERDEEN HOMEOWNERS ASSOCIATION, INC.

APPLICATION REQUIRED

APPLICATION FEE OF \$100.00 PAYABLE TO THE MOORINGS AT ABERDEEN

ADMINISTRATION FEE OF \$200.00 PAYABLE TO GRS MANAGEMENT

COPY OF SALES OR LEASE CONTRACT REQUIRED

55 & OVER COMMUNITY

COPY OF DRIVERS LICENSE REQUIRED

APPROVAL REQUIRED

**The MOORINGS AT ABERDEEN
HOMEOWNERS ASSOCIATION, INC.
c/o GRS MANAGEMENT ASSOCIATES, INC.
3900 WOODLAKE BLVD. SUITE 309
LAKE WORTH, FL 33463
(561) 641-8554/FAX: (561) 641-9448**

Dear Homeowner:

Enclosed you will find the forms needed to sell or lease your home within The Moorings at Aberdeen.

As the seller or lessor, it is your responsibility to see to it that all necessary forms are completed promptly and returned to the GRS Management with a copy of the lease or sales contract, so that all steps will have been accomplished within the thirty (30) day requirement. A one hundred dollar (\$100.00) non-refundable check made out to The Moorings at Aberdeen Homeowners Association, Inc. is required to cover the costs of processing your application. In addition, when a lease is involved, the owner is responsible for and can be assessed for any damages to the common or recreational properties through the lessee's actions or negligence.

Remember that children under nineteen (19) years of age can only reside in the unit for a total of thirty (30) days within any one calendar year or any consecutive twelve month (12) month period. The board also recommends that you obtain a signed acknowledgement from the lessee that the Rules and Regulations have been read and understood.

Also keep in mind that YOU must arrange for the Membership Committee to meet and interview the prospective purchase(s) or Lessee(s) in a timely manner so that all arrangements can be completed in the required time frame.

Please enclose your check and a copy of your driver's license.

If you have any questions or require further information, please contact GRS or any member of the Membership Committee. Please return your application to GRS.

Thank you.

MOORINGS NEW HOME OWNERS

All new residents of the Moorings should receive the following material at Closing or in a Welcome Package and sign a statement that they received it:

- Moorings at Aberdeen Declaration of Covenants and Restrictions
- Amended and Restated Articles of Incorporation of Aberdeen Property Owners Association
- Moorings Rules & Regulations
- A key to the residence, a key to the pool and a swipe card for entry to the clubhouse
- An Aberdeen East Telephone Directory

- Current Names and positions of the Moorings Board of Directors
Information regarding Moorings Management Company including name and phone number of person to contact and procedure to follow if reporting a problem

- A list of Aberdeen East Clubs with information regarding club dues, club dates, functions, etc.
A recent copy of the Aberdeen Times and East Calendar of events
Dates of the Moorings Board Meetings and General Meetings
Name and phone number of the Moorings Pest Control Company and procedure to follow if reporting a problem.

- Provided by the seller or produced and paid for by the seller

**THE MOORINGS AT ABERDEEN
HOMEOWNER'S ASSOCIATION, INC.
c/o GRS MANAGEMENT ASSOCIATES, INC.
3900 WOODLAKE BLVD. – SUITE 309
LAKE WORTH, FL 33463**

**RENTAL/RESALE APPLICATION
NOTICE OF COMPLETED SCREENING**

Date: _____

To: Mildred Tencer

Applicant's Name(s) _____

Unit Address: _____

Credit check has been ordered as of this date _____

By signature below, the above mentioned applicant has been screened and approved by the Board of Directors/Screening Committee of the Moorings At Aberdeen Homeowners' Association, Inc.

Date of Approval

Signature of Screening Committee Member

Notes:

**THE MOORINGS AT ABERDEEN
HOMEOWNER'S ASSOCIATION, INC.**

PURCHASE/LEASE APPLICATION

- 1. Date: _____
- 2. Owner's Name: _____
- 3. Address of unit: _____

4. A copy of Sales Contract or lease must accompany this application before it can be submitted to the Board for approval. A check in the amount of \$100.00 is also required for processing and return to:

The Moorings At Aberdeen HOA
c/o GRS Management Associates
3900 Woodlake Blvd. Ste. 309
Lake Worth, FL 33463

Name of Applicant: _____

Present phone Number _____

Present Permanent Address _____

Phone # for local contact _____

Number of children _____

Ages _____ Others residing _____

Occupation & Business phone _____

Husband _____

Wife _____

References: Business bank – List two with telephone # and account numbers

- 1. _____
- 2. _____

References: List three with names and phone numbers

- 1. _____
- 2. _____
- 3. _____

ACTION TAKEN BY ASSOCIATION:

Date _____ Approved _____ Not Approved _____

Signature of Association Director _____

**THE MOORINGS AT ABERDEEN
HOMEOWNERS ASSOCIATION, INC.**

MEMORANDUM

To: All Homeowners
Re: 55 and Older Status

Every two (2) years, the homeowners of the Association must submit the attached Affidavit in order to keep the Mooring's status as a 55 years of age or older community. Federal law requires that at least one member of each family be fifty-five (55) years of age or older.

Please complete and sign this affidavit and have it notarized. Please attach either a copy of your driver's license, birth certificate, passport or a baptismal certificate.

The Association needs at least 80% of the homeowner's affidavits in order to maintain The Moorings at Aberdeen's status as a 55-year older community. Please complete the attached form and return it with the rest of the enclosed forms.

Thank you for your cooperation.

**THE MOORINGS AT ABERDEEN
HOMEOWNERS ASSOCIATION, INC.**

AFFIDAVIT

I/We _____ hereby certify to
the following:

1. That We, the purchasers/Lessees, have purchased /leased the following
property in the Moorings at Aberdeen Homeowners Association.

Address in Boynton Beach, FL

For the purpose of residing therein.

2. That at least one (1) member of the family be at least fifty-five (55) years of
age or older in order to reside in a 55 years of age or older community. Truth in
this application is important, as failure thereto may void a contract or lease.

Witness-Signature

Print Name-Purchaser/Lessee

Signature -Purchaser-Lessee

Witness -Signature

Print Name-Purchaser-Lessee

Signature- Purchaser -Lessee

_____ 2014
Date Signed

*One copy of approved identification, showing date of birth, must be attached to this
form. Acceptable identification includes birth certificate baptismal certificate, passport,
driver's license or military identification.*

**THE MOORINGS AT ABERDEEN
HOMEOWNER'S ASSOCIATION, INC.**

ADDENDUM TO LEASE

This Addendum, is made between _____ ("Landlord")
and _____ ("Tenant") effective this _____ day
of _____, 20____, and is intended to and shall supplement, amend and modify that
certain LEASE dated _____ in the following respects:

1. Tenant(s) are subject to and shall abide by all covenants and restrictions and rules and regulations set forth in the Amended and Restated Declaration of Conditions, Covenants, Easements and Restrictions for the Moorings at Aberdeen Homeowner's Association, Inc. ("The Moorings"); Bylaws of The Moorings; Articles of Incorporation of the Moorings; and any rules and regulations for the Moorings.

2. In the event the Landlord/Owner becomes delinquent in the payment of assessments (regular or special) or other charges to the Association, the Association may notify the Tenant. Upon such notification, the Tenant shall be obligated to pay the rent required under the lease to the Association, until all delinquent assessments and other charges have been paid in full.

Witness:

Print Name

Landlord

By: _____

By: _____

Witness:

Print Name

Tenant(s)

By: _____

By: _____

**THE MOORINGS AT ABERDEEN
HOMEOWNER'S ASSOCIATION, INC.**

Prospective owner's name: _____

Property Address: _____

Telephone Number (H) _____ Cell/Alternate # _____

Fax Number _____ Email _____

Alternate address or mailing address if different than property address:

If you are a snowbird, please advise GRS if you need to change your mailing address when you leave or return to the property.

Emergency Contact:

Name: _____ Phone _____

Name: _____ Phone _____

Person who has the key (in case of emergency):

Name _____ Phone: _____

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 HOMEOWNER'S ASSOCIATION, INC.
 c/o GRS MANAGEMENT ASSOCIATES, INC.
 3900 WOODLAKE BLVD. SUITE 309
 LAKE WORTH, FL 33463
 FAX: 561-641-9448**

Personal and Emergency Contact Information

PERSONAL INFORMATON	
Name	Birth Date
Address	City
State	Zip Code
Home Phone	Cell Phone

SUMMER INFORMATON	
Name	Birth Date
Address	City
State	Zip Code
Home Phone	Cell Phone

Persons you wanted contacted in the event of an emergency:

EMERGENCY CONTACTS: (Check which if any is a key holder)

<i>Name</i>	<i>Relationship</i>
<i>Address</i>	<i>City</i>
<i>State: Florida</i>	<i>Zip code</i>
<i>Home Phone</i>	<i>Cell Phone</i>

<i>Name</i>	<i>Relationship</i>
<i>Address</i>	<i>City</i>
<i>State: Florida</i>	<i>Zip code</i>
<i>Home Phone</i>	<i>Cell Phone</i>

<i>Name</i>	<i>Relationship</i>
<i>Address</i>	<i>City</i>
<i>State: Florida</i>	<i>Zip code</i>
<i>Home Phone</i>	<i>Cell Phone</i>

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THE MOORINGS OF ABERDEEN
Rules and Regulations
Reviewed and Revised February 27, 2015

The Covenants and Restrictions (C&R) of the Moorings' Homeowners Association (HOA) (article 4.4) state that the Association, through its Board of Directors, shall regulate the use of the property by owners, and may from time to time exact Rules and Regulations consistent with the C&R and in the best interest of its members.

Revised Rules and Regulations were approved by your Board on February 27, 2015 and entered into our records. A copy follows and we ask that you review and then file it with other homeowner documents for future reference.

The basic reason communities such as ours establish rules and regulations is to protect owners' equity in their investment, as well as to provide a framework within which we can all live in a safe and harmonious environment.

Understanding this, those of us, here, in the Moorings, have exhibited a spirit of cooperation and we anticipate that our owners will continue to comply with the rules. However, in the unlikely event that rules are disregarded, article 9.5 of the C&R outlines a course of action that the Board is authorized to take.

Residential Use

All lots shall be used only as single family, private, residential dwellings (units), and for no other purpose (C&R, article 9.1.1).

No Commercial Activities

No business or commercial activity which impacts upon the neighborhood shall be permitted on any lot, nor shall any business be conducted on any part thereof. (C&R, article 9.1.2). A business or commercial activity impacts upon the neighborhood if its conduct increases

vehicular or foot traffic, if it maintains an inventory or results in regular visitors going to and from said lot.

Sale or Lease

No owner may dispose of a lot (and unit) or any interest in these by sale or lease without written approval of the HOA.

1. Each unit may be leased only one time during each calendar year, and for a term of not less than three months. (C&R, article 13.1.1).
2. The leasing of a home, by a new owner, shall be strictly prohibited for the first 24 months of ownership.
3. Furthermore, the new owner of a property with an existing lease at time of purchase, can honor the lease, or terminate the lease. In both cases, the owner must comply with the two year (24 months) wait-provision thereafter, before entering into another lease.
4. Those who own homes, prior to this present amendment dated February 27, 2015 shall be excluded from this understanding.

In the event an owner makes a lease with a tenant, the owner shall provide a complete copy of these Rules and Regulations to said tenant and the tenant shall be advised that these Rules and Regulations are an integral part of said lease. Such provisions must be contained within the lease document.

Age Restrictions

1. In order to maintain our status as an Adult Community, at least 80% of the households must have an adult age 55 or older in residence. This is in compliance with the Fair Housing Amendment Act of 1988.
2. Only a child over the age of 18 years shall be allowed to live in a residence, and the unit must be occupied by one person at least fifty-five (55) years of age at all times.
3. Children who have not yet attained the age of 18 years may not reside permanently, but may be permitted to visit for a period not to exceed 45 days in any one calendar year or 45 days in any consecutive 12-month period. (C&R, article 9.1.3).
4. A guest occupying a unit for more than thirty (30) days, without the owner present, is deemed to be a tenant requiring approval under the procedure for lease approvals by the Association. The exception shall be for immediate family members, defined as children or parents of the owner (C&R, article 13.1.1.2, and Exception)
5. If a unit owner dies and the owner's surviving spouse becomes the owner and sole occupant under the age 55, said owner may occupy his/her unit even though he/she is under the age 55. However, this provision does not allow for occupancy of anyone under age 18 , as specified in Article 9.1.3 of the Declaration of Covenants.

Exterior Alterations

1. Homeowners must apply to the Moorings' Architectural Review Committee (ARC) before making any changes or additions to the exterior of their unit, including but not limited to house numbers, mailboxes, doors and entryway screening, satellite dishes, paint treatment, driveway surfaces, gutters and leaders.
2. With respect to all others changes or additions, approval by the Aberdeen Property Owners Association (POA) Architectural Review Board (ARB) is mandatory, including home additions, modifications and screen rooms.
3. Forms for this review process and further instructions may be downloaded from our management company's website (GRS MGT.com) or provided by the Chair of the Moorings, ARC.

Landscaping

1. Owners are responsible for planting and maintenance of any landscaping done within the entrance courtyard (atrium) of their unit. Plantings must not be allowed to grow beyond the height of the atrium wall.
2. An application must be submitted to the Moorings' ARC and approved before any major changes or additions are made to landscaping on property other than that in the courtyard.
3. No tree may be removed or planted on common property without approval of the ARC.
4. Whenever landscape stones are used, a bed liner is to be installed beneath them and an edging strip around them. Edging strip is to be 2" above the grass.
5. Exterior hose hangers that are affixed to the wall must be installed so that the base is 24" - 30" from the ground. After use, hose must be rewound.

Lighting

1. Unit owners may install outdoor (Malibu - type) lights in the front and rear. In Driftwood models, they may be installed along the side path. No fixture is to exceed 17" in height. These lights are to be installed in flower beds not in the lawn, otherwise the landscaper will not be responsible for any damage to the lights.
2. Courtyard light fixtures may be installed subject to the following restrictions: fixtures not to exceed 17" in height, only a white or yellow bulb may be used, bulb to be directed horizontally so as not to face upward towards the street.
3. Floodlights shall only be installed over the rear doors and they must be activated by motion sensors. Floodlights shall not be allowed on any front wall surfaces or areas. Only wall fixtures, approved by the Association, can be installed in the front area of the building. The light fixtures located next to the garage doors must be 'dusk to dawn' activated and the circuit must be left in the 'on' position by the respective homeowner. Failure to do so shall be subject to a fine as defined in the Rules and Regulations Section entitled **Compliance and Infractions**.

4. ARC approval must be received before installing additional exterior lights, including motion sensor lights.
5. Nothing herein prohibits the erection and display of holiday (Christmas, Chanukah, etc.) lights during the appropriate season; these must be removed within the 14 days following the holiday.

Maintenance

1. Trash and garbage must be stored in closed containers and placed curb side no earlier than 7 PM on the evening prior to collection.
 - No plastic bags are allowed curb side. They must be placed inside an appropriate container with a fitted cover.
 - Containers must be retrieved and stored by nightfall on the day of collection.
2. Contractors working on a unit must haul away any waste that they accumulate.
3. Owner and HOA responsibility for unit maintenance is outlined as follows (C&R, article 7.2) :

Homeowner

Maintenance of interior of unit as well as maintenance of:

- Entrance and garage doors;
- Front gutters;
- Mailbox;
- All plantings in courtyard and all other places not planted by the Association;
- Waterline breaks (between water meter and home);

- Windows;
- Minor touch-up of exterior paint with approved colors;
- Above items refer to maintenance only. ARC approval is required for replacement.

Association

Maintenance of exterior of unit including:

- Building repairs including repairs to outside walls and fascia wood;
 - Rear gutters;
 - Landscaping of common property (includes all items planted by association);
 - Roof repairs confined to exterior weather-related damages, including garage roofs; (interior damages are the homeowner's responsibility, even if caused by exterior damage);
 - Irrigation;
 - House numbers;
 - Painting of exterior at times as determined by the Board of Directors;
 - Walks and driveways.
4. In the event of extraordinary exterior repairs which are normally the responsibility of the unit owner, the cost of such repairs may be reimbursed up to 50%, by the HOA. This payment shall be limited to a maximum of \$400.00 upon presentation of a paid bill and after review and approval by the Moorings Board of Directors.

Damage Control

1. Unit owners will be responsible for damages caused by workers employed by them. Any contracted workers must be bonded and insured. Unit owners who contract for services will be subject to a special assessment for any damages to the exterior of the unit and/or common property.
2. No commercial vehicles, with the exception of those authorized by the HOA, may be parked on grass areas. Vehicles that are parked on the street may not obstruct the flow of traffic nor in any way create a traffic hazard.
3. Owners must leave a key to their unit with a local resident. An emergency contact form and notice of who holds the key must be filed with the Management Company. This information will be provided to the HOA in event of an emergency creating the need to enter the unit.

Hurricane/Storm Preparations

1. Owners who plan to purchase storm shutters must submit plans and receive ARB approval in advance. (Guidelines on types of shutters that may be approved are available from the chair of the Moorings' Architectural Review Committee.)
2. In advance of a hurricane, owners must prepare their property as follows:
 - all flower pots and plant containers must be stored inside;
 - absolutely no furniture is to be left outdoors;
 - gas tanks should be disconnected and gas tanks should be emptied; place grill indoors;
 - remove all decorative items from exterior doors and walls.

3. If storm warnings are posted and you have not removed potential missiles, the HOA may dispose of items or charge you for removal and storage fees.
4. Hurricane shutters may not be put in place until a hurricane watch is announced (a hurricane or hurricane-related hazard which is a possible threat within 36 hours). They may remain in place no more than five (**5**) days after the storm passes or the watch is cancelled. (This is a rule of the Aberdeen Master POA and homeowners are subject to a fine if they violate this rule.)
5. No permanent generators may be installed. During a power failure, a portable generator may be used on resident's lot, and after power is restored, it must be stored indoors.

Outside Displays and Equipment

1. Barbeque grills with dark covers are permitted on exterior rear patios, subject to temporary removal due to weather-related emergencies. All chair, tables and lounges must be placed inside the unit should the homeowner be away for any extended time or when a hurricane-watch is announced. In no event shall outdoor furniture be placed on the grass. All outdoor furniture must be placed on a patio. Outside storage units are forbidden.
2. Satellite antenna dish systems not exceeding eighteen inches in diameter may be installed in the courtyard area of the residence with the approval of the ARC. Specific rules about installation of satellite dishes are available upon application to the Moorings' ARC committee and must be followed.
3. No signs shall be placed upon any lot, and no signs that are visible from the exterior of any unit shall be placed in or upon any unit.

Pets

Owners may keep as pets, a dog, a cat, a bird, or tropical fish, provided that no more than ONE PET per lot shall be permitted, with the exception of tropical fish. No pet that weighs in excess of 20 pounds shall be permitted. All dogs must be on a leash, or carried when on the property, and it shall be the pet owner's responsibility to remove pet waste. The Board has the authority to order the removal of any pet considered to be aggressive or a nuisance (C&R, article 9.1.4).

Compliance & Infractions (C&R, article 6.7)

The Florida Statute 720.305 allows an HOA to impose fines for non-compliance. The Board may act upon an infringement to the Rules and Regulations or at the request of a Moorings homeowner, according to the following process. (Please note, the term 'Manager' designates our Management Company.) If the homeowner, occupant, tenant, guest or invitee fails to comply with any provision of the declaration, the Association bylaws or reasonable rules of the Association, a fine may be levied for each day of a continuing violation, up to the maximum allowable under the FL Statute.

Compliance Review Committee

The Board shall appoint a Compliance Review Committee composed of at least three (3) owners who are not officers, directors or employees of the Association, or relatives of same. This is required by FS 720.305(2)(b) .

1. Infractions & the Fine Schedule

Upon adoption of the process and, thereafter, whenever there is a revision in the List of Infractions, the Fine Schedule, or governance of the process (per FL Statute 720), the Board shall distribute to all homeowners a copy of the Revised List of Infractions, Fine Schedule, and/or amendment to the Rules & Regulations.

2. Notice Procedure

- Once advised by a parcel owner or Compliance Committee, upon request by the Board, the Manager will send a written notice to the homeowner, with a description of the violation, the authority in governing documents to cite the issue as a violation, and a time frame for correction. A reasonable time frame shall be established for various violations.
- If the violation is not corrected within the required timeframe, the Manager will notify the homeowner in writing via a **Certified letter - Return receipt (postage charged to homeowner)** that the violation still exists and **allow a 3-day time frame to comply**. The final notice letter shall be a warning that a fine will be levied, the amount of the fine, and other expenses for non-compliance which may apply.

3. Fine Procedure

If the violation is not resolved:

- The Manager shall notify the homeowner of the intent to recommend that a fine be levied, state the reason/violation and the amount of the fine.
- The Manager shall notify the Compliance Review Committee and schedule a hearing with not less than 14 days notice. However, an agreement for an alternate time may be scheduled if not convenient with the homeowner.

- If the homeowner responds and requests a hearing within the 14 days, a hearing shall be scheduled with the Compliance Review Committee. (1) The Manager will present the case first; (2) the homeowner will follow with the case for appeal; (3) a question & answer session by the committee will follow; (4) once all parties have presented their case, answered all questions, the manager and homeowner will leave; (5) the committee will then be allowed to discuss and render their decision; (6) once the decision is made, the Committee Chair will immediately notify the Manager who will in turn notify the homeowner of the Committee's decision; (7) the Compliance Review Committee shall keep clear, concise minutes.
- If the homeowner DOES NOT RESPOND or DOES NOT REQUEST A HEARING, the fine will automatically be applied to the account.

4. Collecting a fine

- The Compliance Review Committee shall advise the Board of its decision.
- After the fine is ratified by the Compliance Review Committee, the Manager will send the homeowner the response and invoice. Should the fine amount not be paid, a money judgement in court may be obtained, including reimbursement for legal fees and court costs.
- If a homeowner, tenant, guest or invitee is delinquent in paying the fine or in respecting the Association's Notice for compliance to bylaws, rules and regulations or Covenants, the Board may suspend the right of a homeowner, tenant, guest or invitee, to use the common areas and facilities.
- Fines totalling less than \$1,000 cannot become a lien against a property.

Fine Schedule:

Degree of Violation (Lowest 1-5 Highest)	VIOLATION DESCRIPTION
2	Ornamentation on lawn or flower beds
2	Ornamentation on atrium wall
2	Vegetation overgrowth in atrium
2	Use of storage containers outside of the unit
2	Front gutters in disrepair
3	Spotlights without working motion sensor
3	Mailbox in disrepair
3	More than 2 vehicles per unit
3	Parking violations on the grass
4	Garage light above unit number, not working
5	Garbage cans kept in atrium
5	Garbage cans without lids
5	Garbage bags without cans & lids
5	Refuse out prior to 7:00 p.m. day before collection
5	Pets off-leash
5	Failure to clean-up pet waste
5	More than 1 pet

Fine Schedule

Degree of Violation	Daily Fine (Maximum of \$1,000 per type of violation)
1	\$10.00 per day
2	\$25.00 per day
3	\$50.00 per day
4	\$75.00 per day
5	\$100.00 per day

Monthly Maintenance Payments

Monthly maintenance payments must be received by the management company by the 10th of the month.

To address the Board

Except for meetings between the Board and its Attorney, with respect to proposed or pending litigation, where the contents of the discussion would otherwise be governed by attorney-client privilege, all meetings of the Board are open to all members and members have the right to attend all meetings of the Board. Members have the right to speak at such meetings with reference to all designated items. This also applies to meetings of any committee when a final decision will be made regarding the expenditure of association funds and to meetings of any Committee vested with the power to approve or disapprove architectural decision with respect to a specific parcel of residential property owned by a member of the community. (Florida Statutes & Constitution, 720.303)

1. Any resident who wishes to address the Board at its workshop may contact the President of the Board, in advance, of the meeting and ask that a topic be put on the agenda.
2. At the end of each Board Workshop and General meeting, the President will call on anyone wishing to speak.

Nothing contained herein is deemed to conflict with published POA Rules and Regulations, Covenants or FL Statutes. POA Rules and Regulations have priority over Moorings Rules and Regulations.

DISCLOSURE PRIOR TO SALE OF RESIDENTIAL PARCELS (FLS 720.401)

720.401 Prospective purchasers subject to association membership requirements; disclosure required; covenants; assessments; contract cancellation

(1) (a) A prospective parcel owner in a community must be presented a disclosure summary before executing the contract for sale.

DISCLOSURE SUMMARY FOR MOORINGS AT ABERDEEN HOA INC.

1. As a purchaser of property in this community, you will be a member of **The Moorings at Aberdeen Homeowners Association**. There are recorded restrictive covenants governing the use and occupancy of properties in this community.

2. As per our Declaration, Article 6.15, you will be obligated to make a Capital Contribution to the Association.

the current amount is \$1,000.00

3. A) You will be obligated to pay a monthly maintenance imposed by the Association. Such fees may be subject to change on a yearly basis. You may also be obligated to pay any special assessments imposed by the Association.

B) Your failure to pay either the monthly maintenance and/or assessments levied by the Association could result in a lien on your property.

4. The statements contained in this disclosure form are only summary in nature, and, as a prospective purchaser, you should refer to the covenants and the association governing documents before purchasing property.

5. These documents are either matters of public record and can be obtained from the record office in the county where the property is located or can be obtained from the seller/owner or from the HOA for a fee.

Purchaser (print)

Board Screening Representative (print)

Purchaser signature

Board Screening Representative Signature

Date

Date

PURCHASER

The disclosure must be supplied by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale shall refer to and incorporate the disclosure summary and shall include: in prominent language, a statement that the potential buyer should not execute the contract or agreement until having received and read the disclosure summary required by this section.

- A) Each contract entered into for the sale of property governed by covenants subject to disclosure required by the section must contain a clause that states:

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS CONTRACT FOR SALE, THIS CONTRACT IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST, ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. BUYER'S RIGHT TO VOID THIS CONTRACT SHALL TERMINATE AT CLOSING.

- B) If the disclosure summary is not provided to a prospective purchaser before the purchaser executes a contract for the sale of property governed by covenants that are subject to disclosure pursuant to this section, the purchaser may void the contract by delivering to the seller or the seller's agent or representative written notice cancelling the contract within 3 days after receipt of the disclosure summary or prior to the closing, whichever occurs first. This right may not be waived by the purchaser but terminates at closing.

THE MOORINGS AT ABERDEEN HOMEONERS ASSOCIATION, INC.

RULES AND REGULATIONS REGARDING ASSISTANCE ANIMALS INCLUDING “EMOTIONAL SUPPORT ANIMALS”

Request and Prior Written Association Approval Required: If an Owner/Resident with a disability seeks an exception from the pet restrictions for an assistance animal (including what is referred to as an “emotional support animal”), the Owner/Resident must make a request in writing to the Association and obtain prior written Association approval for the assistance animal.

The Owner/Resident must submit to the Association a sufficient and clear letter from a doctor or qualified person treating the person or working with the person. The letter concerns the Owner/Resident, the disability and the request. The letter must explain:

1. Whether the patient/person has a disability in light of the definition of a disability (see below).
2. Why the animal is needed for the particular disability. The physician or qualified person must explain why the assistance animal is a necessary accommodation for this person’s disability.

The letter is used to by the Association to determine whether it is appropriate to permit the animal as an accommodation under the Federal and State Fair Housing Acts.

The Association will review the letter, determine if granting the request is appropriate, and notify the applicant. The Association will issue the approval or disapproval in writing or, if appropriate, will issue a letter to the applicant stating what additional information or clarification is needed for the Association to make a determination.

The applicant must meet the definition of a person with a disability which is as defined by the Federal and State Fair Housing Act. *The Fair Housing Acts defines a person with a disability as one who has (1) a physical or mental impairment which substantially limits one or more of such person’s major life activities, (2) a record of having such an impairment, or (3) being regarded as having such impairment.*

The Owner/Resident must also provide a recent photo of the assistance animal showing the full body and provide details of the mature size and weight of the animal.

The Owner/Resident shall abide by the restrictions in the Declaration of Covenants and Restrictions regarding the handling of pets (leashing animal, removal of waste, prohibition on nuisance, etc.) except as may need to be accommodated by the Association.

Visitor: If an Owner/Resident seeks to have a visitor with a disability bring an assistance animal to the Moorings at Aberdeen Community, the same application and approval process is required unless the disability and the relationship of the animal to the disability is obvious (example seeing eye dog for blind person). The Owner/Resident must submit to the Association a sufficient and clear letter (as explained above) from a doctor or qualified person treating the visitor or working with the visitor and prior Association approval is required.

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