THE MOORINGS AT ABERDEEN HOMEOWNERS ASSOCIATION, INC.

APPLICATION REQUIRED

APPLICATION FEE \$100.00 PAYABLE TO THE MOORINGS AT ABERDEEN

COPY OF SALES OR LEASE CONTRACT REQUIRED

SIGNED LEASE ADDENDUM 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 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	s 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 ASSOCIATON, 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
AgesOthers 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
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 fo	llowing:	•
	1. That We, the purchasers/Less property in the Moorings at Aber	ees, have purchased /leased the following deen Homeowners Association.
	Address in Boynton Beach	h, FL
For th	ne purpose of residing therein.	
	age or older in order to reside in	of the family be at least fifty-five (55) years of a 55 years of age or older community. Truth in ailure 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	("Tenant") effective this day ed to and shall supplement, amend and modify that
certain LEASE dated	in the following respects:
and regulations set forth in the A Covenants, Easements and Restri	all abide by all covenants and restrictions and rules Amended and Restated Declaration of Conditions, ictions for the Moorings at Aberdeen Homeowner's; Bylaws of The Moorings; Articles of Incorporation regulations for the Moorings.
assessments (regular or special) of may notify the Tenant. Upon such	Owner becomes delinquent in the payment of or other charges to the Association, the Association notification, the Tenant shall be obligated to pay the e Association, until all delinquent assessments and II.
Witness:	Landlord
	Ву:
Print Name	
	Ву:
Witness:	Tenant(s)
Print Name	Ву:
	By:
	J

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:		
	vise GRS if you need to change your mailin	ıg address
Emergency Contact:		
Name:	Phone	_
Name:	Phone	
Person who has the key (in case of	of emergency):	
Nama	Dhana	

THE MOORINGS AT ABERDEEN 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)

Name	Relationship
Address	City
State: Florida	Zip code
Home Phone	Cell Phone

Name	Relationship
Address	City
State: Florida	Zip code
Home Phone	Cell Phone

Name	Relationship
Address	City
State: Florida	Zip code
Home Phone	Cell Phone

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 commurat Aberdeen Homeowners Association.	nity, you will be a memb	per of The Moorings
2.	There are recorded restrictive covenants go in this community.	overning the use and occ	cupancy of properties
3.	You will be obligated to pay assessment subject to periodic change if applicable.	ts to the association.	Assessments may be
	• The co	urrent amount is \$	per month.
	As per our Declaration, Article 6.15, Contribution to the Association.	9	to make a Capital
	• The current	amount is <u>\$ 1,000.00</u> .	
	You will also be obligated to pay any special assessments may be subject to	_	ed by the association.
	• The current a	amount is \$	per .
4.	• The current amount is \$ per You may be obligated to pay special assessments to the respective municipality. county or special district. All assessments are subject to periodic change. Your failure to pay special assessments or assessments levied by a mandatory		
5.			
6.	homeowners association could result in a lien on your property. There may be an obligation to pay an <u>additional</u> Comcast fee for an Owner whose unit was subscribed to the <triple play=""> package. In such case, a new buyer will have the option of <opting out=""> of the <triple play=""> to the <tv-cable> package only (as pet the conditions in the Comcast contract).</tv-cable></triple></opting></triple>		
	• The current :	amount is \$	/month for .
7.	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		
8.	documents <u>before purchasing property</u> . 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 of \$).		
0.			be obtained from the
	senci/owner of from the from (for a fee of	, ψ	
	Purchaser (print)	Board Screening Rep	resentative (print)
	Purchaser signature	Board Screening Repre	esentative 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.

- Each contract entered into for the sale of property governed by covenants subject to a) 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.
- If the disclosure summary is not provided to a prospective purchaser before the purchaser b) 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 Rules and Regulations Reviewed and Revised September 2009

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 enact 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 September 2009, 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 the 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 should be used only as a single, family, private, residential dwelling (units), and for no other purpose. (See C&R, article 9.11 for details.)

No Commercial Activities

No business or commercial activity shall be permitted on any lot, nor shall any business be conducted on any part thereof.

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. Each unit may be leased only one time during each calendar year, and for a term of not less than three months. (See Article 13 of C&R for details).

Age Restrictions

- 1. In order to maintain our status as an adult community, at least 80% of the households must have an adult ate 55 or older in residence. This is in compliance with the Fair Housing Amendment Act of 1988.
- 2. Children who have not yet attained the age of 19 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.
- 3. If a unit owner dies and the owner's surviving spouse becomes the owner and sold occupant under the age of 55, said owner may occupy his/her unit even though they are under the age of 55. However, this provision does not allow for occupancy of anyone under age 19 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. This includes landscaping, house

numbers, mailboxes, doors and entryway screening, satellite dishes, paint treatment, driveway surfaces, gutters and leaders.

- **2**. In all other matters, approval by the Aberdeen POA's 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. (GRSMGT.COM) or provided by the chairman 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 become overgrown and unsightly.
- 2. An application must be submitted to the Moorings' ARC and approved before any major changes 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" or less 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 mushroom (Malibu) 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.
- 2. Courtyard light fixtures may be installed subject to the following restrictions: fixtures not to exceed 12" in height, only a white or yellow bulb may be used, bulb to be directed horizontally so as not to face upward or towards the street.
- **3**. ARC approval must be received before installing additional exterior lights, including motion sensor lights.

Maintenance

- **1.** Trash and garbage must be stored in closed containers (no plastic bags) and placed curbside no earlier than 7:00 p.m. on the evening prior to collection. 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 (as noted in Covenants and Restrictions, article 7, 7.2):

Homeowner:

Maintenance of interior unit as well as maintenance of:

- *driveway/walkway cracks (other than raised cracks over one inch)
- entrance and garage doors
- front gutters
- mailbox
- all plantings in courtyard and all other places that were not planted by association

- waterline breaks (between water meter and home)
- minor touch up of exterior paint with approved colors
- (Above items refer to maintenance. ARC approval needed 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; interior damages are the homeowner's responsibility even if caused by exterior damage)
- Irrigation
- House numbers
- Painting of exterior no later than every seven years.
- 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 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 the 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 and 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 may be approved are available from the chairman 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 grills must be disconnected and gas tank emptied
 - Place glass grills indoors. Do not place gas tank in garage. Secure empty tank outside.
 - 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 and no more than five 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 the only permanent articles permitted on exterior rear patios, subject to temporary removal due to weather-related emergencies.
- 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, dogs, cats, tropical fish and birds, provided that no more than one per lot shall be permitted with the exception of tropical fish. No dog 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's waste. The Board has the authority to order the removal of any pet considered to be aggressive or a nuisance.

Monthly Maintenance Payments

Monthly maintenance payments must be received by the management company by the 10th of the month. If monthly assessment is not received by the 20th of the month, a letter will be sent to the homeowner advising them that if not received by the 30th, the attorney will be notified to take legal action.

To Address the Board

- 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.

Rev. 2015-05-01 page 1 of 2

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(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 <u>before purchasing property.</u>
- 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

Rev. 2015-05-01 page 2 of 2 **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.