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This instrument was prepared by  
 and should be returned to:  
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**CERTIFICATE OF AMENDMENT  
 TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
 FOR THE MOORINGS AT ABERDEEN**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE MOORINGS AT ABERDEEN is made by THE MOORINGS AT ABERDEEN HOMEOWNERS ASSOCIATION, INC. ("Association").

**WITNESSETH:**

WHEREAS, the Declaration of Covenants and Restrictions for The Moorings at Aberdeen (formerly referred to as Parkwalk) was recorded commencing at Official Records Book 4552, Page 1382 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

WHEREAS, Article 15, Section 15.2.1 of the Declaration provides that the Declaration may be amended by approval of at least 55% of the votes of the Members.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

1. The Amendments, attached hereto as Exhibit "A", to the Declaration have been properly and duly approved and adopted by greater than 55% of the votes of the Members. Further, the attached Amendments have been properly and duly approved by the Board of Directors. The Association has properly approved and adopted the attached Amendments pursuant to the Declaration.

2. The Amendments, attached hereto as Exhibit "A", shall run with the real property subject to the Declaration and shall be binding on all Members of the Association and all parties having any right, title or interest in the real property subject to the Declaration their heirs, successors and assigns, and shall inure to the benefit of each Association Member.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 26<sup>th</sup> day of JANUARY, 2015.

Witnesses (as to both):

THE MOORINGS AT ABERDEEN  
HOMEOWNERS ASSOCIATION, INC.

Elaine Rivas

Signature

Elaine Rivas  
Printed name

By:

Jane Halley

Jane Halley  
Association President

Claire Malfitano

Signature

Claire Malfitano  
Printed name

Attest:

Charlotte Kahn

Signature  
Printed name Charlotte Kahn  
Association Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )



GARY J. GRANT  
MY COMMISSION # FF 075262  
EXPIRES: April 7, 2018  
Bonded Thru Budget Notary Services

The foregoing instrument was acknowledged before me this 26<sup>TH</sup> day of JANUARY, 2015, by Jane Halley as President and CHARLOTTE KAHN as Secretary of The Moorings at Aberdeen Homeowners Association, Inc. on behalf of that Corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida

EXHIBIT "A"

AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE MOORINGS AT ABERDEEN ("Declaration")

[Added language is underlined. Deleted language is ~~stricken through~~.]

\* \* \* \* \*

1. Section 6.7 of the Declaration is amended to read as follows:

**6.7 Special Assessment Fines for Non-Compliance:** In addition to other allowable remedies, the Association may impose special assessment fines for non-compliance of the Declaration of Covenants, Articles of Incorporation, Bylaws or Rules and Regulations, or law, if the noncompliance continues after the issuance of an initial warning notice. If the violation continues subsequent to the issuance of the initial warning notice, special assessment fines for non-compliance may be imposed, at an amount of up to \$100 per day or the maximum amount allowable under Florida Statutes. The maximum aggregate fines may exceed \$1000.00 per violation. To the extent Florida Statutes permit, the Association shall be permitted to collect such special assessment fines for non-compliance against the offending Owner and the Owner's Lot as any other assessment. If the Association has to take action to collect such special assessment fines for non-compliance, the Association may recover its costs and attorney's fees pursuant to Section 6.8 of this Declaration.

Prior to imposing such special assessment fines for non-compliance, the Board shall as required by Florida Statute 720.305, appoint a committee of at least three(3) other Lot owners to conduct committee meetings regarding imposition of special assessment fines for non-compliance. The Association shall provide at least fourteen (14) days written notice to the Owner of the committee meeting. The Owner shall have an opportunity at such committee meeting, to give reasons why the Owner asserts that special assessment fines for non-compliance should not be imposed.

The Association shall be entitled to any and all remedies set forth in the governing documents and Chapter 720 of the Florida Statutes, as amended from time to time."

~~In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:~~

- ~~6.7.1 Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors Meeting at which the Owner shall present testimony the Special Assessment should not be imposed.~~

~~6.7.2 Hearing. The non-compliance shall be presented to the Board of Directors at the time and place provided in the Notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.~~

~~6.7.3 Amount of Special Assessment. The Board of Directors may impose the following Special Assessments against the Owner in the event a violation is found:~~

~~6.7.3.1 First Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$100.00.~~

~~6.7.3.2 Second Non-Compliance for Violation: A Special Assessment in an amount not in excess of \$500.00.~~

~~6.7.3.3 Third and Subsequent Non-Compliance Violation or Violations which are of a continuing Nature: A fine in an amount not in excess of \$1,000.00.~~

~~6.7.4 Due Date of Special Assessment. A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in Section 6.7.2 above."~~

\* \* \* \* \*

2. Section 6.11 of the Declaration is amended to read as follows:

"6.11 **Mortgage Foreclosures.** A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. The Association's lien shall relate back to the recording of the Declaration. The term "previous Lot Owner" shall not include the Association if the Association acquires title to a Lot by foreclosure or deed in lieu of foreclosure.

However, as provided in Florida Statute 720.3085, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid common expenses and regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or

2. One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Lot at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

If a mortgage foreclosure is filed and the Association is named as a defendant in a mortgage foreclosure, the Association may recover as against the Owner involved, the attorney's fees and costs incurred by the Association in responding to the mortgage foreclosure complaint and representing the Association's interests in the mortgage foreclosure. The Association may recover such attorney's fees and costs as an assessment and lien against the Lot and personal obligation of the Lot Owner.

The Declaration, Articles of Incorporation and Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time."

~~Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Lot from liability or any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are eliminated against a Lot pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, may be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien (other than the lien of a mortgage held by a Current Mortgagee) shall determine any question of subordination."~~

\* \* \* \* \*

3. Section 6.15 of the Declaration is amended to read as follows:

**“6.15 Initial Capital Contribution.** In all future resales of Lots, the purchaser(s) of a Lot shall be required, at the time the Lot is conveyed, to make a capital contribution to the Association in the amount of One Thousand Dollars (\$1000.00). This requirement shall apply to all future resales of Lots. The capital contribution is not a prepayment of assessments and is not payment of assessments otherwise due at the time of closing. The funds provided by the capital contributions may be used by the Association for all valid common expense purposes of the Association. If the purchaser(s) of a Lot fail or refuse to pay the capital contribution within fifteen (15) days of the conveyance, the Association shall after thirty (30) days written notice and opportunity to cure, have the right to impose the capital contribution as a charge against the purchaser(s) Lot collectable by lien and foreclosure against the Lot. The capital contribution shall not be refundable to purchasers in the event of a sale or transfer of a Lot.”

~~In addition to all of the foregoing assessments, Owners shall also be required to pay, at the time of the closing of their Lots, a sum equal to two (2) months general Assessments, assessed against the Lot by the Association, which sum shall be paid to the Association as an initial contribution to the working capital of the Association. This initial contribution shall not relieve Owner of Owner's responsibility to pay all prepaid monthly installments of the general Assessments assessed against Owner's Lot, as well as all subsequent Assessments. The contribution is a one-time contribution to be made by the initial purchasers of Lots from Developer. This contribution shall not be refundable to purchasers in the event of a sale or transfer of a Lot. All capital contributions received by the Association shall be maintained in an account for the use and benefit of the Association and the Owners.”~~

\* \* \* \* \*

4. Section 9.1.1 of the Declaration is amended to read as follows:

**“9.1.11 Motor Vehicles.** No vans (except as set forth below), campers, recreational vehicles, commercial vehicles (other than in connection with pick ups and deliveries) or inoperative vehicles shall be stored or parked within the Property, or on any Lot, unless parked in a garage with closed door out of public view, nor shall any motor vehicles be repaired on the Property or on any Lot. For purposes of this subsection, any vehicle weighing in excess of one-half (1/2) ton payload capacity shall be conclusively presumed to be a commercial vehicle. Determinations as to acceptable motor vehicles shall be made in the sole discretion of the Board of Directors of the Association.

Vans with full perimeter windows which are not commercial vehicles are permitted to be parked in the driveway but are subject to the restrictions set forth above.

There is a limit of two (2) motor vehicles per Lot in the Moorings at Aberdeen. The Owners, tenants and occupants of a Lot shall not park more than two (2) motor vehicles total in the Moorings at Aberdeen community for each Lot owned, leased or otherwise occupied. This limit includes motor vehicles parked in the garage."

\* \* \* \* \*

5. Section 13.1.1 of the Declaration is amended to read as follows;

**"13.1.1 Sale or Lease.** No Owner may dispose of a Lot or any interest in a Lot by sale or lease without written approval of the Association. Each Lot may be leased only one time per calendar year, and such lease shall be for a term of not less than three (3) months.

**13.1.1.1 Prohibition on Leasing During First Two Years of Ownership.** No Owner may lease a Lot during the first two (2) year period of ownership measured from the date the Owner received title to the Lot. After the first two (2) year period of ownership, an Owner may lease the Owner's Lot subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations.

If an Owner sells or otherwise conveys title to the Lot subject to an existing lease in place, the existing tenant may remain in occupancy to conclude the existing lease term provided the tenant complies with the governing documents and rules, and the Lot is not otherwise in violation of the governing documents or rules; however the Owner shall be prohibited from leasing for a two (2) year period measured from the end of the lease or the date the tenant vacates, whichever is later.

**13.1.1.2 Guest Occupying Lot Where Owner Not Present.** A guest residing in a Lot for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Lot subject to all the restrictions on leasing including the application and approval requirements. If the Association observes that a Lot is occupied by people other than the Owner or Association approved tenant, based on change in vehicles, or other observations, the Owner, tenant, guests or occupants shall promptly comply with Association requests for identification and information about the occupancy.

**Exception: Occupancy by Parents or Children of Owner.** A Lot may for estate planning or tax purposes be occupied by the parent(s) or children of the Owner(s) and in such a situation, the parent(s) or children shall not constitute tenant(s). However, in these situations where the Lot is occupied by the parent(s) or children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy.

**13.1.1.3 Subleasing.** There shall be no subleasing. No rooms may be rented.

**13.1.1.4 Lease Renewals.** Leases may be renewed subject to Association approval. The Association shall not require a new application fee for lease renewals so long as the occupants have not changed. "

**13.1.1.5 Prohibition on Purchase by Corporations and Certain Entities.** Purchase of a Lot by, or transfer of a Lot to, a corporation, limited partnership, general partnership or limited liability company is prohibited. Purchase of a Lot by, or transfer of a Lot to, a trust used for estate planning or family planning purchases is acceptable provided the transaction and the occupant(s) are properly approved by the Association pursuant to the procedures of this Section.

**13.1.1.6 Limit On Number of Lots Owned by the Same Person or Entity.** No more than two (2) Lots shall be owned by the same person or entity to the extent a Lot may be owned by an entity. The number of Lots owned by a husband and wife, either together or singly, shall be limited to two (2) Lots total.

As to any persons and entities owning more than two (2) lots at the time this amendment is adopted, such ownership will be grandfathered to remain but such owners/entities may not replace such Lots with new Lots until the number of Lots owned falls below two (2)."

\* \* \* \* \*

6. Sections 13.4.1, 13.4.3 and 13.4.4 of the Declaration shall be amended to read as follows:

"13.4 Disapproval by Association. If the Association disapproves a transfer of ownership of a Lot, the matter shall be disposed of in the following manner:

13.4.1 Sale. If the proposed transaction is a sale, then within sixty (60) days after receipt of the required notice and information, the Association shall deliver by certified mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Lot Owner must sell the Lot in accordance with the terms stated in the disapproved contract to sell. A judgment of specific performance of the sale may be entered in any court of competent jurisdiction.

However, the Association may disapprove a proposed sale for good cause without any requirement to provide a substitute purchaser. If the Association disapproves a proposed sale for good cause, the sale and closing shall not occur. The Board shall



consider the following factors as constituting good cause for such disapproval of a proposed sale, conveyance or lease:

(a) The applicant or any intended occupant of the Lot has been convicted of, pled guilty or pled no contest to a felony or has been charged with a felony and the person was not acquitted of the felony or the felony charges were not dropped;

(b) The applicant or any intended occupant of the Lot is a registered sex offender in any state;

(c) The applicant does not appear to have adequate financial resources available to pay the rent and carrying costs for the Lot;

(d) The tenant or purchaser has a credit score of less than 650. The Association shall be entitled to use the credit score obtained by the Association as determinative;

(e) The occupancy and/or use of the Lot by the applicants or any intended occupant of the Lot would violate the Association's governing documents, rules and regulations or law;

(f) The applicant or any intended occupant of the Lot has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other associations, or by his or her conduct in the Aberdeen development as a tenant, Owner or occupant of a Lot;

(g) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included materially inaccurate or false information in the application; and/or

(h) All assessments and other charges against the Lot have not been paid in full; or the Owner has Association fines assessed against him or her which have not been paid. . . .

13.4.3 Gifts, Devise or Inheritance; Other Transfer. If the Lot Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the Lot Owner of the notice and information required to be furnished, the Association shall deliver by certified mail to the Lot Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association and to whom the Lot Owner must convey the Lot upon the following terms:

13.4.3.1 The sale price shall be the fair market value determined by agreement between seller and purchaser within thirty (30) days from the delivery of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2)

appraisers appointed by the American Arbitration Association who shall base their determination upon the average of their appraisals of the Lot, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be shared equally by seller and purchaser.

13.4.3.2 The purchase price shall be paid in cash.

13.4.3.3 The sale shall be closed within ten (10) days following the determination of the sale price.

However, the Association may disapprove a proposed transfer of title for good cause without any requirement to provide a substitute purchaser. If the Association disapproves a proposed transfer of title for good cause, the transfer of title shall not occur. The Board shall consider the following factors as constituting good cause for such disapproval of a proposed sale, conveyance or lease:

(a) The applicant or any intended occupant of the Lot has been convicted of, pled guilty or pled no contest to a felony or has been charged with a felony and the person was not acquitted of the felony or the felony charges were not dropped;

(b) The applicant or any intended occupant of the Lot is a registered sex offender in any state;

(c) The applicant does not appear to have adequate financial resources available to pay the rent and carrying costs for the Lot;

(d) The tenant or purchaser has a credit score of less than 650. The Association shall be entitled to use the credit score obtained by the Association as determinative;

(e) The occupancy and/or use of the Lot by the applicants or any intended occupant of the Lot would violate the Association's governing documents, rules and regulations or law;

(f) The applicant or any intended occupant of the Lot has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other associations, or by his or her conduct in the Aberdeen development as a tenant, Owner or occupant of a Lot;

(g) The applicant failed to provide the information, fees or appearance required to process the application in a timely manner or included materially inaccurate or false information in the application; and/or

(h) All assessments and other charges against the Lot have not been paid in full; or the Owner has Association fines assessed against him or her which have not been paid."

~~**13.4.4 Constructive Approval.** If the Association shall fail to provide a purchaser for a Lot as required hereinabove, or if a purchaser furnished by the Association shall default in his agreement to purchase the Lot, notwithstanding the disapproval, the proposed transaction or ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the Lot Owner."~~

\* \* \* \* \*

7. Sections 9.1.3 and 9.1.20 of the Declaration shall be amended to read as follows:

~~**"9.1.3 Children.** No children who have not yet attained the age of eighteen (18) ~~nineteen (19)~~ years shall be permitted within any Lot, except that children under such age may be permitted to visit and reside temporarily therein, provided that such temporary residence shall not exceed forty-five (45) days in any one calendar year, or forty-five (45) days in any consecutive twelve (12) month period, whichever may provide the least permissible residency.~~

~~**9.1.20 Compliance With Fair Housing Amendments Act of 1988.** The purpose of this Article is to authorize this Homeowners Association to provide housing primarily intended and operated for occupancy by at least one person 55 years of age or older per unit as required by the Fair Housing Amendments Act of 1988.~~

~~Notwithstanding anything stated to the contrary in this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations, following the sale, lease, gift, devise or other transfer of a unit, the unit shall not be occupied unless at least one occupant of the unit is 55 years of age or older; and the Association Board of Directors shall have the authority to make improvements to the common elements which meet the physical and social needs of older persons and the requirements of the Fair Housing Act of 1988.~~

~~Notwithstanding anything stated to the contrary in this Article, during any period of time in which more than 80% of the total units are occupied by one or more individuals 55 years of age or older, or, in the alternative, during any period of time in which more than 80% of the units newly occupied after September 13, 1988, are occupied by one or more individuals 55 years or older, an owner who becomes an owner by inheritance (i.e., a child eighteen (18) or over ~~49~~ of an owner, but under 55), or when a unit owner dies and the owner's surviving spouse becomes the owner and sole occupant under age 55, said owners may occupy their units, even though they are under the age of 55; provided, however, that this provision does not allow for occupancy under age eighteen (18) ~~49~~ as specified in Article 9.1.3 of this Declaration."~~

[11-24-14]