

THE MOORINGS AT ABERDEEN  
HOMEOWNERS ASSOCIATION, INC.

Rules and Regulations

Reviewed and Revised January 1, 2025

Approved 1/13/2025

The Declaration of Covenants and Restrictions (“C&R”) of The Moorings at Aberdeen Homeowners Association, Inc. (“HOA” or “Association”) (Article 4.4) states that the Association, through its Board of Directors, shall regulate the use of the property by owners, and may from time-to-time adopt 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 January 1, 2025, 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; Other Transfers of Title**

No owner may dispose of a lot (and unit) or any interest in these by sale or lease without application to and prior written approval from the HOA. Any transfer of title requires application and prior written Association approval.

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. 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.
5. 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)

### **Age Restrictions**

1. In order to maintain our status as 55 and over, Housing for Older Persons Community, the households must have an adult age 55 or older in residence. This is a requirement of our C&R and Fair Housing laws.
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. 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 C&R.

### **Exterior Alterations**

1. Homeowners must apply to the Moorings' Architectural Review Committee (ARC) and obtain prior written Association approval 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 other 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.

4. New, replacement, or extensions of existing rear patios must be constructed of removable paving stones. Patio may only run the length of the lanai and 12 feet out from the unit, provided it does not impinge on any HOA landscaping or trees. Homeowner must contract with HOA approved sprinkler contractor to check to see if any sprinkler pipes or heads need to be moved to accommodate the patio.

### **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. Trees must not be planted in atrium.
2. An application with approved plants must be submitted to the Moorings' ARC and approved in writing before any major changes or additions are made to landscaping on property other than that in the courtyard and must be maintained by the homeowner.
3. No tree may be removed or planted on common property without prior written 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. These stones become the Homeowner's responsibility in perpetuity. Any future homeowners must be informed of this in the seller's disclosure by the seller and/or seller's Realtor.
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, the hose must be rewound.
6. Pots and potted plants are only permitted inside your atrium or on your rear patio unless maintained by the homeowner.  
They must not hinder the landscapers by being on any grass or plant beds maintained by the Association.

### **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. Written 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 SWA approved containers and placed curb side no earlier than 24 hours prior to collection and must be retrieved within 24 hours after collection.
  - No plastic bags are allowed curb side. They must be placed inside an appropriate SWA container.
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;
- Water line breaks (between water meter and home);
- Windows;
- Minor touch-up of exterior paint with approved colors.
- The 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.

### **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 or hurricane glass windows and lanais 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 flowerpots 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 48 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 chairs, 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 except for alarm company signs and no signs that are visible from the exterior of any unit shall be placed in or upon any unit.
4. No ornamentation is permitted to be installed on exterior building walls, including but not limited to the atrium wall.

**Pets**

Owners may keep as pets a dog, a cat, a bird, or tropical fish. 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. Pets may not be tethered or left unattended on the outside courtyard/atrium/patio unless a person is present. 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 of 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. The remedy of fining is in addition to all other enforcement remedies available to the Association.

The Association shall follow the procedure for fining as required by Florida Statute 720.305 as amended from time to time.

**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. Fines may be imposed for each day of a continuing violation.

## 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 Board will impose 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 alternative time may be scheduled if not convenient with the homeowner. The Association shall send the homeowner 14 days written notice of the Committee hearing. The role of the Committee is limited to confirming or rejecting the fine imposed by the Board.
- Compliance Review Committee process. (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 in writing; (7) the Compliance Review Committee shall keep clear, concise minutes.

#### **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 a written notice 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. Depending on the amount of the aggregate fines, the Association may also be entitled to impose fines as liens against the Lot.

- 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 totaling less than \$1,000 cannot become a lien against a property.

**Fine Schedule:****Degree of Violation  
(Lowest 1 - 5 Highest)****VIOLATION DESCRIPTION**

1	More than 1 pet
1	Front gutters in disrepair
1	Mailbox in disrepair
1	More than 2 vehicles per unit
2	Rear flood lights without working motion sensor
3	Ornamentation on the lawn (OK in the flower bed)
3	Ornamentation on courtyard walls
3	Vegetation overgrowth in courtyard
3	Use of storage containers outside of the unit
3	Residents with reflectors on plants not maintaining plants to community standards
3	Nailing/screwing objects permanently into community trees
4	Outdoor furniture/umbrella on the lawn
4	Refuse out prior to or after 24 hours of pick-up
5	Parking violations on the grass
5	Holiday lights/decorations up 14 days after the holiday
5	Garbage cans kept in courtyard
5	Garbage not in SWA containers w/lids
5	Pets off-leash
5	Failure to clean-up pet waste

**Fine Schedule**

<b>Degree of Violation</b>	<b>Daily Fine (Maximum of \$1,000 per type of violation)</b>
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. Late fees will be charged if not received by the 10th of the month.

**To address the Board**

Except for meetings between the Board and the Association Attorney, and Board meetings regarding personnel matters, 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 Statute 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. Further, these Rules are not a comprehensive statement of all the use restrictions and homeowner responsibilities in the C&R.