

This instrument prepared by and
upon recordation return to:
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**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS FOR
CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.**

THIS AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS ("Amendment") is made by Cloisters Property Owners Association, Inc. a Florida not-for-profit corporation (the "Association").

RECITALS

A. The original Amended and Restated Declaration of Restrictions (the "Declaration") for Cloisters Property Owners Association, Inc., including all pages thereof and exhibits thereto, was recorded at Book 7110, Page 525, et seq., of the Public Records of Palm Beach County, Florida.

B. The Amendment language contained herein was sufficiently approved of by the Board of Directors (the "Board") at Special Meeting of the Board and by a sufficient number of Owners at a Special Meeting of the Membership held on December 15, 2022.

C. The Association now desires to amend the terms of the Declaration as set forth herein.

NOW THEREFORE, the Association hereby declares that every portion of Cloisters Property Owners Association is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of these Amendments.
2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall each, respectively, be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s) to the Declaration or in the event of a conflict between this Amendment and any other governing documents, this Amendment shall control.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

EXHIBIT "A"

NOTE: (underlined words are to be added, ~~strike-through~~ words are to be removed).

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

8.3 Pets and Animals. Pets and animals shall be permitted only as provided for in this Section 8.3:

- A. Pets and animals shall be restricted to one cat or one dog not exceeding ~~twenty (20)~~ forty-five (45) pounds measured at maturity; and restricted to two domestic birds; and fish in reasonable numbers.
- H. No aggressive or ill-temper breeds of dogs shall be allowed anywhere in the Community, which breeds shall include Pitbulls (as hereinafter defined), Dobermans, Rottweilers, German Shepherds, Mastiffs, Chinese Fighting dogs, Akitas or Chows or any mixed breed dogs containing at least one of the foregoing breed types. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.
- I. All pets and animals must be properly licensed with the County and must be current on their vaccinations.

8.4 Vehicles and Parking. The following restrictions apply irrespective of whether the Properties in question lie within areas owned by or dedicated to a governmental entity:

- A. General Description of Permitted Vehicles. Only passenger automobiles, mini-vans, Class 1 light duty pickup trucks having a Gross Vehicle Weight Rating (GVWR) less than 7,000 pounds (including pick-up trucks or any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without) and sports utility vehicles equipped with original manufacturer's factory design passenger bodies and station wagons may park on the properties outside of the garage of a Unit. The fact that a Unit may not have a garage shall not preclude the Owners and residents of the Unit from compliance with this Section 8.4. Permitted passenger automobiles includes "mini-vans", "trucks" and "sport utility vehicles" as defined as and limited to the following:

- 1. Utilized solely for private passenger use;

2. Factory designed and installed windows located all around the exterior of the passenger cabin;
3. Maximum length of ~~220~~ 250 inches measured bumper to bumper;
4. Maximum height of ~~79~~ 82 inches measured from the ground excluding antenna;
5. Maximum width of ~~78~~ 88 inches excluding mirrors; and
6. Titled and registered as either a station wagon or other private passenger vehicle.

B. Prohibited Vehicles or Items. THIS SECTION B CONTAINS PROHIBITED VEHICLES OR ITEMS, WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARK EXCEPT WITHIN THE GARAGE WITH THE GARAGE DOOR CLOSED. HOWEVER, IF A VEHICLE OR ITEM IS LISTED IN SECTION C RIGHT BELOW, THEN IT IS ALLOWED NO MATTER WHAT IS STATED IN THIS SECTION B. Without limiting the general provision set forth in Section A above, the following types of vehicles and items are PROHIBITED and WILL NOT be permitted to park on the Properties except within the garage with the garage door closed:

4. ~~Trucks, including pick up trucks or any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without~~ INTENTIONALLY DELETED;
13. Commercial vehicles, which mean motor vehicles which have an outward appearance of being used in connection with business such as: the vehicle displays work equipment to view and/or is commercially lettered or contains a commercial or business logo. “Commercial vehicles” shall be defined as any vehicle displaying commercial, charitable or institutional signage or having any other indicia of being used for commercial purposes, including but not limited to commercial license plates, the presence of ladders, ladder racks, tools, built-in tool boxes, commercial equipment, heavy machinery, or otherwise, which determination shall be in the sole discretion of the Board of Directors. Temporary, short term parking of commercial vehicles for purposes of effectuating deliveries to Units or during daytime hours by contractors actively performing work on site may be permitted. Law enforcement and fire rescue vehicles shall not be deemed commercial vehicles and will not be prohibited.

8.9 Leasing of Units. An Owner may lease only hie entire Unit, and then only in accordance with this Section 8.9 after receiving the approval of the Association.

A. Procedures

3. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made, Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

- (i) The prospective lessee is a registered sex offender.

8.10 Ownership of Units; Approval Process. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Community exists, which provisions each Owner of Unit agrees to observe.

B. Transfer of Ownership of Units.

2. Procedures.

(a) Notice to Association.

(viii) As of the recording date of the amendment adding the language contained within this subparagraph (viii), a Working Fund Contribution in an amount equal to three (3) months of the most recent monthly assessment shall be due to the Association from the new Owner(s) each time that title to a Unit is conveyed, which amount shall be subject to adjustment from time to time at the discretion of the Board of Directors. The payment of this Working Fund Contribution shall not be deemed a credit towards any Assessments or any other monetary obligations that may come due after acquisition of title to the Unit, nor shall it be deemed a credit towards any pre-acquisition Assessments or other monetary obligations that may remain unpaid, due and owing in connection with the former Owner(s) and/or the Unit. This Working Fund Contribution shall constitute an individual Assessment against the new Owner(s) and their respective Unit that is due upon conveyance of title and if not timely paid it shall be collectable and enforceable to the same extent as any other unpaid Assessments under the terms of this Declaration and applicable Florida Statutes, as they all may be amended from time to time. The Working Fund Contribution funds received by the Association shall be deposited into the Association's operating account and may be used by the Association for any legitimate and lawful purpose, as determined from time to time by the Board of Directors. Notwithstanding the foregoing, a Working Fund Contribution shall not be due upon conveyance of title of a Unit between existing co-Owners of the Unit, between existing Owners and first degree family members,

between existing Owners and a trust established for estate planning purposes in either their own name or in their family name, or when any natural person becomes an Owner upon the death of the preceding Owner either by way of inheritance or due to the termination of the prior Owner's bona fide life estate.

(c) Disapproval.

(1) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

(G) The person seeking approval is a registered sex offender.

(H) The person seeking approval has a minimum credit score less than 700 (when there is more than one person seeking approval for ownership of a Unit, the individual with the highest credit score may use their credit score to satisfy this minimum requirement for all the persons seeking ownership of the Unit but only if such individual is on the deed and remains on the deed). The Association shall be empowered to conduct a financial/credit check of the person(s) seeking approval.