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This instrument was prepared by:  
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West Palm Beach, Florida 33401  
(W-C 195)

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**CERTIFICATE OF RECORDING BOARD RESOLUTION  
REPUBLISHING LEASING AND OWNERSHIP RESTRICTIONS**

*Pursuant to Chattel Shipping and Investment, Inc. v. Brickell Place  
Condominium Association, Inc., 481 So. 2d 29 (Fla. 3d DCA 1985)*

WE HEREBY CERTIFY THAT the attached Resolution of the Board of Directors of Cloisters Property Owners Association, Inc. was duly adopted at a meeting of the Board of Directors on December 20, 2018 republishing the leasing and ownership restrictions contained in Sections 8.9, 8.10 and 13.9 of the Amended and Restated Declaration of Restrictions, Reservations and Covenants for The Cloisters a/k/a Villages of Woodlake recorded at Official Record Book 7110 at Page 525 in the Public Records of Palm Beach County, Florida, which amends the Declaration of Restrictions, Reservations and Covenants for The Cloisters a/k/a Villages of Woodlake as originally recorded at Official Record Book 3469 at Page 1135 et. seq. in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF we have affixed our hands this 8 day of January, 2019, at Greenacres, Palm Beach County, Florida.

**CLOISTERS PROPERTY OWNERS  
ASSOCIATION, INC.**

By: Phyllis Lewis  
Phyllis Lewis, President

Attest: Katherine R. Smith  
Katherine Smith, Secretary

[Signature]  
Witness No. 1

Arcia Hawk  
(PRINT NAME)

[Signature]  
Witness No. 2

Edwin A. Gonzalez  
(PRINT NAME)

STATE OF FLORIDA:  
COUNTY OF PALM BEACH:

2019 The foregoing instrument was acknowledged before me this 8 day of January, 2018, by Phyllis Lewis and Katherine Smith, as President and Secretary respectively, of Cloisters Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced FL DL as identification and did take an oath.



Elizabeth Drobiala (Signature)  
Elizabeth Drobiala (Print Name)  
Notary Public, State of Florida at Large

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
CLOISTERS PROPERTY OWNERS ASSOCIATION, INC.**

On the 20<sup>th</sup> day of December in the year of 2018, the Board of Directors held a duly called Special Meeting of the Board. All formal notice requirements were met.

WHEREAS, Section 8.9 of the Amended and Restated Declaration of Restrictions, Reservations and Covenants for The Cloisters a/k/a Villages of Woodlake (the "Declaration"), entitled "Leasing of Units", contains the following language:

**See Exhibit "A" attached hereto and made a part hereof by reference**

WHEREAS, Section 8.10 of the Declaration, entitled "Ownership of Units; Approval Process", contains the following language:

**See Exhibit "B" attached hereto and made a part hereof by reference**

WHEREAS, Section 13.9 of the Declaration, entitled "Special Additional Remedy of the Association – Eviction of Tenants", contains the following language:

**See Exhibit "C" attached hereto and made a part hereof by reference**

WHEREAS, the Association may not have previously uniformly enforced the restrictions contained in Sections 8.9, 8.10 and 13.9 of the Declaration.

WHEREAS, the Board of Directors desires to make clear, and place all owners on notice, that the restrictions contained in Sections 8.9, 8.10 and 13.9 of the Declaration remain in place, and that said restrictions shall be strictly and uniformly enforced from this point forward.

**It is hereby resolved that the Board of Directors has voted and approved the republication of Sections 8.9, 8.10 and 13.9 of the Amended and Restated Declaration of Restrictions, Reservations and Covenants for The Cloisters a/k/a Villages of Woodlake.**

It is hereby further resolved that this Resolution shall be recorded in the official records of Palm Beach County, Florida.

4 The Board of Directors for the Association adopted this Resolution by a vote of In Favor and 0 Against.

The above described action has been adopted as part of the minutes for the Association.

20<sup>th</sup> IN WITNESS WHEREOF, this Resolution has been approved and executed this  
day of December, 2018.

**CLOISTERS PROPERTY OWNERS  
ASSOCIATION, INC.**

By: Phyllis Lewis  
Phyllis Lewis, President

Attest: Katherine Smith  
~~Janice Baker~~, Secretary

Katherine Smith

EXHIBIT

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quarry, pit, undertaking establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public baths, school, kindergarten, nursery school, day care or child care facility or operation (regardless of age), sanitarium, asylum or institution shall be erected, maintained, operated, carried on, permitted or conducted on the Properties. Also prohibited are garage sales, yard sales and the like. Provisos. Notwithstanding the foregoing to the contrary:

- A. Any business which qualifies as a home occupation under the applicable zoning code shall be permitted. However, a day care or child care facility or operation (regardless of age) shall still be prohibited.
- B. The practice of leasing Units shall not be considered as a business activity under this Section 12.8.
- C. The business of operating the Association shall not be considered as business activity under this Section 12.8.

B.9 Leasing of Units. An Owner may lease only his entire Unit, and then only in accordance with this Section 12.8 after receiving the approval of the Association.

A. Procedures.

1. Notice by the Unit Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed lease, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee(s), and his/her spouse and any other intended occupants, as a condition of approval.

- (a) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, and other data relating to the intended lessee and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s) and occupants within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended lease.

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(b) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval, including any lease renewals or extensions, in an amount not to exceed \$50.00.

Damage Deposit. As a condition to approval, an intended lessee must place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damage to the Common Area and those portions of the Units for which the Association has the responsibility to maintain, repair and replace under this Declaration. Payment of interest claims against the deposit, refunds and deposits under this Section 8.9.A (c) shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

2. Approval. After the required notice and all information, transfer fee, damage deposit and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

3. Disapproval. A proposed lease shall be disapproved only if a majority of the 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:

(a) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors;

(b) The Owner has a history of leasing his/her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

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- (c) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
- (d) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Community and/or Rules and Regulations of the Association, including but not limited to Section 8.2 and Section 17 of this Declaration.
- (e) The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (f) The prospective lessee or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
- (g) The lessee or other intended occupants, during previous occupancy, have evidenced an attitude of disregard for the covenants and restrictions applicable to the Community and/or Rules and Regulations of the Association;
- (h) The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
- (i) The Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

Notice of disapproval shall be sent or delivered in writing to the Unit Owner. Any lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should this Section 8.9 be violated.

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Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.

5. Exemption for Institutional Mortgagees. An Institutional Mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomever shall become an Owner as result of a foreclosure sale of a mortgage held by an Institutional Mortgagee, shall be exempt from the requirements of this Section 8.9.A.

(a) Nothing. This Section 8.9.A.5 shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in non-compliance with the other provisions of the Governing Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of this Section 8.9.A.

6. Special Remedy. All leases shall contain, and if they do not, shall automatically by incorporation by reference be deemed to contain the remedy and procedures of the Association as provided in Section 13.9 of this Declaration, and shall be deemed to contain recognition that rent shall be assigned and paid to the Association to pay delinquent assessments and Charges, interest, and costs and attorneys' and paralegal fees incident to collection, without the lessee being in default in paying the rent to the Association.

B. Subleasing; Renting Rooms. Subleasing of a Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Unit. The intention is that only entire Units may be rented, and Units may not be sublet.

C. Frequency of Leasing. No lease shall be made more often than one time in any calendar year. For purposes of calculation, a Lease shall be considered as made on the first day of the Lease term.

D. Minimum and Maximum Lease Terms. No lease shall be made with a lease term which is less than six (6) consecutive months nor more than twelve (12) consecutive months in duration.

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*This is a copy of the original document.*

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 as long as the Community exists, which provisions each Owner of a Unit agrees to observe.

A. Forms of Ownership.

1. General. Except as otherwise provided in this Section 8.10, there is no limit as to how a Unit may be owned.
2. Life Estates. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 8.10.B below. In that event, the life tenant shall be the only Association member from such Unit, and the occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the Unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as coowners.
3. Ownership by Corporations, Business-Named Partnerships or by Trusts. A Unit may be owned by a corporation, business-named partnership or by a trust (the foregoing hereinafter collectively referred to as the "Entity") if approved in the manner provided for under Section 8.10.B of this Declaration. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of the Entity under Section 8.10.B shall be conditioned upon designation by Entity, of one natural person to be the Primary Occupant, which Primary Occupant and other intended occupants shall also be subject to approval along with the Entity. All references to Owner or member in the Governing Documents and Rules and Regulations as to use and occupancy of and voting and other membership rights with respect to the Unit owned by the Entity, shall mean and refer to the Primary Occupant; this shall not, however, relieve the Entity of any of its responsibilities and obligations under the Governing



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Documents or Rules and Regulations. The foregoing provisions place personal responsibility and liability upon the Primary Occupant; such personal responsibility and liability exists notwithstanding any provision contained to the contrary in the articles of incorporation or by-laws of the corporate owner, contained in any partnership agreement of the partnership, or in the trust agreement with respect to the trust as Owner. Any change in the Primary Occupant shall be treated as a transfer of ownership by the Entity subject to the provisions of Section 8.10.B of this Declaration. Not more than one (1) such change will be approved by the Association in any calendar year.

- 4. Ownership by Trustees. In the event that a Unit is owned by trustee(s), the trustee(s) shall have liability to the Association in his/their individual capacities and not as trustee(s).

B. Transfer of Ownership of Units.

1. Transfers Subject to this Section 8.10.B

- (a) Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (b) Devise or Inheritance. If any Owner acquires his title by devise or inheritance, his/her right to occupy or use the Unit shall be subject to the approval of the Board of Directors.
- (c) Other Transfers. If any person acquires title in any manner not considered in the foregoing sub-sections (a) or (b), his right to occupy or use the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined in Section 8.10.B.2 below.

2. Procedures.

- (a) Notice to Association.
  - (i) Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30)

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days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser (s) or donee(s) and his/her spouse and other intended occupants, as a condition of approval.

Devise, Inheritance or Other Transfers. The transferee(s) must notify the Board of Directors of his/her ownership and submit a certified copy of the instrument evidencing his/her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.

(iii) Demand on to Sale. With the notice required in Sub-section (a)(1) above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the Sub-section (a)(1) notice.

(iv) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit, or making a gift of the Unit, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

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- (v) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the purchaser(s) and occupants, and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser(s), occupants, or "new owners" within the time limits extended to the Association for that purpose as set forth in Section 8.10.B of the Declaration. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended transfer.
- (vi) Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval, in an amount not to exceed \$50.00.
- (vii) Exception for Institutional Mortgagees. An Institutional Mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomever shall become an Owner as a result of a foreclosure sale of a mortgage held by an Institutional Mortgagee, shall be exempt from the requirements of Sections 8.10.B of the Declaration.
- (a) Provided. This Section 8.10.B.2(a)(vii) shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in noncompliance with the corporate statutes and all other provisions of the Governing Documents and Rules and Regulations of the Association; nor shall the grantee (other than another Institutional Mortgagee) of the foregoing be exempt from the requirements of Sections 8.9 above or this Section 8.10.B.

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(b) Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

(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:

- (A) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
- (B) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (C) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium and/or the Rules and Regulations of the Association, including but not limited to Section 8.2 and Section 17 of this Declaration.

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- (D) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights or property of others;
- (E) The person seeking approval or intended occupants have evidenced an attitude of disregard for covenants or restrictions applicable to the Community and/or Rules and Regulations of the Association, by his conduct in this Community as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee; or
- (F) The person seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner, or provided false information during the application process.

(ii) ~~Without Good Cause.~~ If the Board disapproves ~~without good cause,~~ and if the Owner or transferee has made the demand set forth in Section 8.10.B.2(a)(iii) above, then within thirty (30) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the seller or transferee (hereafter "the seller") the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except

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that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and assessments and Charges shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.

(iii) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his/her purchase, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand, certificate of Approval shall be issued.

8.11 Trash and Garbage. No Unit shall be used or maintained as a dumping ground for rubbish, trash or other waste. Trash and garbage shall be placed only in containers as mandated by governmental authority or any Rules and Regulations adopted by the Board of Directors of the Association from time to time. No trash or garbage shall be placed outside the unit on the day before collection. The foregoing is subject to any regulations and policies of the collection authorities.

8.12 No Security. The Association provides no security in the Community.

8.13 No Solicitation. Business solicitation is absolutely prohibited; solicitation in connection with the business of the Association shall not violate this Section 8.12.

Section 9. INSURANCE. In order to adequately protect the Association and the Properties required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry under the Governing Documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the Owners without naming them, and their mortgages, as their interests shall appear.

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to ensure that the Owner complied with same, the Owner shall be liable for such attorneys' fees and paralegal fees incurred by the Association, regardless of whether or not a lawsuit may be instituted. Such attorneys' and paralegal fees shall become a Charge against the Owner and Unit and collectible as Charges are collected under this Declaration.

13.8 No Election of Remedy. All rights, remedies and privileges granted to the Association of Owners under any terms, provisions, covenants, or conditions of the Governing Documents or Rules and Regulations of the Association, or Law, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, Rules and Regulations, or at Law or in Equity.

13.9 Special Additional Remedy of the Association - Eviction of Tenants and Occupants. The Association possesses all rights and remedies of the lessor/owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Governing Documents and Rules and Regulations, as amended from time to time. If lessees and/or permanent occupants shall be in non-compliance with any of the Governing Documents and Rules and Regulations, the following may occur: Upon the expiration of seven (7) days after delivery of a written notice from the Association to the lessees specifying the non-compliance and indicating the intention of the Association to terminate the lease, and if the lessees and/or permanent occupants do not come into compliance within that time period, then the lessees shall be deemed in default of the lease and the Association may elect to terminate the lease. Thereupon, the Association as agent for the lessor/owner, or the lessor/owner, may immediately re-enter and re-take possession of the premises for and on behalf of the lessor/owner. The Association has the right to serve such notice, terminate the lease and seek possession of the Unit for and on behalf of the lessor/owner, upon the expiration of thirty (30) days after the Association gives notice of such intent to the lessor/owner, without further notification nor the need to obtain specific permission from the lessor/owner. The Association then has the right to institute eviction proceedings in Court against the lessees as agent for and on behalf of the lessor/owner, based on the non-compliance mentioned above. The Association may exercise its rights and remedies under this Section 13.9 without any liability to the lessor/owner or lessees/occupants (including, but not limited to, the loss of rent to the lessor/owner and loss of possession by the lessees/ permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The lessees shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter only if the Association prevails in the eviction action; refer to Section 13.7 above for further details.