

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
Leonard Lubart, Esq.  
Greenspoon Marder LLP  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301

**AMENDMENT NO. 3 TO  
DECLARATION OF CONDOMINIUM  
ESTABLISHING  
ENCHANTED ISLE RESORT, A CONDOMINIUM**

**WHEREAS**, ENCHANTED ISLE RESORT, A CONDOMINIUM, was established by Declaration of Condominium, together with Exhibits thereto, recorded the 13<sup>th</sup> day of October, 1981 under Clerk's File No. 81R-283774, as amended by Amendment No. 1 recorded the 21<sup>st</sup> day of October, 1981 under Clerk's File No. 81R-291054, and Amendment No. 2 recorded the 11<sup>th</sup> day of January, 1982 in Official Records Book 9974, at Page 147, all of the Public Records of Broward County, Florida (hereinafter referred to collectively as the "Declaration"); and,

**WHEREAS**, Article 10.02 of the Declaration provides as follows:

10.02 By this Declaration, each Unit Owner and all mortgagees hereby grant unto the Developer a limited irrevocable power of attorney for the purpose of amending this Declaration of Condominium as may be required by any lending institution or public body, provided such amendment shall not change the rights and privileges of institutional mortgagees, increase the proportion of Common Expenses, nor decrease the ownership of Common Expenses borne by each Unit, change a Unit Owner's voting rights or change the size of the Common Elements to the prejudice of the Unit Owners. Said amendment need only be executed and acknowledged by the Developer, and the consent of the Unit Owners, the Association, the owner and holder of any lien encumbering a Unit or Unit Week in this Condominium, or any other shall not be required.

**WHEREAS**, Investrum, Inc. is the original developer of the Condominium; and,

**WHEREAS**, the undersigned has acquired all right, title and interest of Hollywood Isle Development, Inc., a Florida corporation ("HID"), which had previously acquired all right, title and interest of Investrum, Inc., in and to the subject Condominium.

**WHEREAS**, Hollywood Resorts Company, a Florida corporation ("HRC") is a successor or assign to Investrum, Inc. and HID, and HRC meets the definition of Developer under the Declaration; and,

Underscored text indicates additions;  
~~Struck through~~ text indicates deletions.

WHEREAS, HRC is a "Mortgagee" or "Institutional First Mortgagee" as those terms are defined in the Declaration; and,

WHEREAS, pursuant to Article 10.02, HRC, in its capacity as Institutional First Mortgagee, has the authority to require an amendment to the Declaration and HRC, in its capacity as Developer, has the authority to amend the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Article XXVI of the Declaration is amended to read and provide as follows:

XXVI. Duration and Termination.

~~26.01 If all Unit Owners and holders of all liens and mortgages affecting any of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if damage occurs as defined in the insurance clauses herein, said property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. The undivided interest in the property owned in common by each Unit Owner shall then become the percentage of the undivided interest previously owned by such Owner in the Common Elements upon termination of the Condominium. In the event Units committed to Interval Ownership, upon termination, such Owners of Unit Weeks shall share as tenant in common in accordance with the percentage interests set forth in Exhibit "G" attached hereto.~~

~~26.02 It is understood that in the year 2022, the purchasers of Units committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, not less than thirty (30) days, nor more than sixty (60) days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than thirty (30) days, nor more than sixty (60) days prior to the actual expiration of said ten (10) year period, call a meeting of Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional ten (10) year period. This process shall be repeated as the end of each successive ten (10) year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Broward County, Florida, for partition of the Units.~~

Underscored text indicates additions;  
Struck through text indicates deletions.

~~26.03 In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Unit, and as between Owners to use and enjoy the Common Elements of the Condominium, and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize others so to do, together with the nonexclusive right in common with all other Owners, but only when acting through the Association), to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Unit, other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Unit and all furnishings in good condition and repair during his Unit Weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may be from time to time contained in rules promulgated by the Association.~~

~~26.04 No Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If, however, any Unit Weeks shall be owned by two (2) or more persons as tenants-in-common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.~~

26.01 Duration. All of the covenants, agreements and restrictions contained herein, including the land use covenants and affirmative covenants to pay Common Expenses shall run with the Land and bind the Land encumbered hereby and shall inure to the benefit of and be binding upon Developer, the Association and its members, their respective legal representatives, heirs, successors and assigns for a term expiring on December 31, 2021, after which time said covenants shall be automatically extended for successive periods of ten (10) years (each a "Term") unless within ninety (90) days prior to the end of any Term an instrument signed by two-thirds (2/3) of the Owners is recorded agreeing to terminate said covenants and restrictions.

26.02 Termination. This Declaration may be terminated by the affirmative written consent of eighty (80%) percent of the Owners and the written consent of the majority of Institutional First Mortgagees encumbering Unit Weeks in the Condominium Property; provided, however, that the Board consents to such termination by a vote of three (3/4) of the entire Board taken at a special meeting called for that purpose. In the event of a termination of the Declaration, the Condominium Property shall be deemed removed from the provisions of the Florida Condominium Act and Florida Timeshare Act and shall be owned in common by the Owners pro rata in accordance with their undivided interest as

Underscored text indicates additions;  
Struck through text indicates deletions.

provided in the Declaration. Any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as the Condominium Property and shall encumber the respective undivided interests of the Owners thereof as tenants in common. Each Owner shall continue to be responsible for his pro rata share of Common Expenses.

2. All other terms and provisions of the Declaration of Condominium establishing Enchanted Isle Resort, a Condominium, not specifically amended or altered hereby shall continue in full force and effect.

IN WITNESS WHEREOF, HOLLYWOOD RESORTS COMPANY, a Florida corporation, has caused these presents to be executed in its name by its President and its corporate seal affixed hereto this 20 day of August, 2019.

Signed, Sealed and Delivered  
in the Presence of:

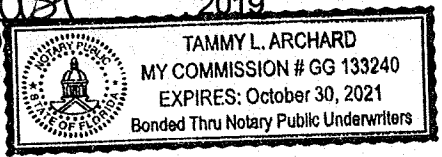
TAO  
Print Name: Tammy L. Archard  
Jean E. Thornton  
Print Name: Jean E. Thornton

HOLLYWOOD RESORTS COMPANY, a Florida corporation  
BY: [Signature]  
Name: REBECCA A. FOSTER  
Title: President  
(CORPORATE SEAL)

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF BROWARD        )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of August, 2019, by REBECCA A. FOSTER, as President, of HOLLYWOOD RESORTS COMPANY, a Florida corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as a type of identification.

WITNESS my hand and official seal in the County and State aforesaid this 20 day of August 2019  
TAO  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Serial Number, if any: \_\_\_\_\_  
My commission expires:



Underscored text indicates additions;  
~~Struck through~~ text indicates deletions.

JOINDER AND CONSENT

ENCHANTED ISLE RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in and consents to this Amendment No. 3 to Declaration of Condominium.

Signed, Sealed and Delivered  
in the Presence of:

ENCHANTED ISLE RESORT CONDOMINIUM  
ASSOCIATION, INC., a Florida not-for-profit  
corporation

*Margaret L. Smith*  
Margaret L. Smith  
Print Name:

BY: *William Quackenboss Sr*  
WILLIAM QUACKENBOSS, SR., President

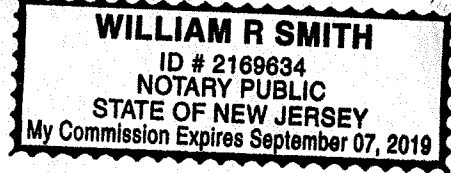
William R Smith  
Print Name:  
William R. Smith

STATE OF New Jersey ) SS.  
COUNTY OF Mercer )

The foregoing instrument was acknowledged before me this 14 day of August, 2019, by WILLIAM QUACKENBOSS, SR., as President, of ENCHANTED ISLE RESORT CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or has produced NJ Drivers License as identification.

*William R Smith*  
Print Name:  
Notary Public, State of \_\_\_\_\_  
Serial Number, if any: \_\_\_\_\_

My commission expires:



Underscored text indicates additions;  
~~Struck through~~ text indicates deletions.