

THIS INSTRUMENT PREPARED BY:  
LEONARD LUBART, ESQUIRE  
GREENSPOON MARDER LLP  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301

**CERTIFICATION OF RE-RECORDING OF AMENDMENT  
DOVER HOUSE CONDOMINIUM ASSOCIATION, INC.**

This Certification of Re-Recording of Amendment is executed on behalf of Dover House Condominium Association, Inc., a Florida non-profit corporation (the "Association") by Ruth Anglickis as the current President of the Association and David Goff as the current Secretary of the Association.

1. The Fourth Amendment to Declaration of Condominium of Dover House, a Holiday Beach Resort, a Condominium, executed on December 10, 2020 and recorded on January 2, 2021, at Official Records Book 32118, at Page 0435, in the Public Records of Palm Beach County, Florida (the "Fourth Amendment"), was recorded with several clerical errors as follows:

- a. Page 4 of the Fourth Amendment was omitted from the recorded document.
- b. Page 5 of the Fourth Amendment was recorded twice.
- c. Page 8 of the Fourth Amendment which was to have the signature of Margie Walden, the Secretary of the Association at the time, was not recorded.

2. Attached hereto is a corrected and fully executed copy of the Fourth Amendment which is being re-recorded with the insertion of page 4, the removal of duplicate page 5 and the insertion of page 8 with the signature of the Secretary of the Association at the time it was originally adopted.

This Certification serves to affirm and ratify the terms and provisions of the Fourth Amendment effective as of December 10, 2020.

[SIGNATURES ON THE FOLLOWING PAGES]

**ELECTRONICALLY RECORDED**

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GREENSPOON MARDER LLP  
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[SIGNATURES ON THE FOLLOWING PAGES]

Signed, Sealed and Delivered  
in the Presence of:

DOVER HOUSE CONDOMINIUM ASSOCIATION,  
INC., a Florida non-profit corporation

[Signature]  
Print Name: Robyn Nocco  
Address: 25 Homestead Rd. N.  
Lehigh Acres, FL 33936

BY: [Signature]  
RUTH ANGLICKIS, President

[Signature]  
Print Name: Becky Adame  
Address: 25 Homestead Rd. N.  
Lehigh Acres, FL 33936

DOVER HOUSE CONDOMINIUM ASSOCIATION,  
INC., a Florida non-profit corporation

[Signature]  
Print Name: Robyn Nocco  
Address: 25 Homestead Rd. N.  
Lehigh Acres, FL 33936

BY: [Signature]  
DAVID GOFF, Secretary

[Signature]  
Print Name: Becky Adame  
Address: 25 Homestead Rd. N.  
Lehigh Acres, FL 33936

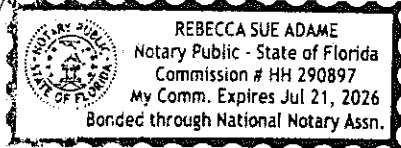
STATE OF FLORIDA )  
 ) SS.  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 11th day of December, 2023, by RUTH ANGLICKIS, as President of DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida

My commission expires:

Serial Number, if any



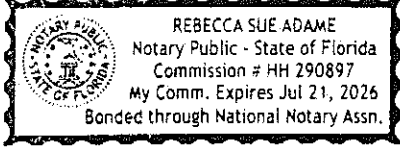
STATE OF FLORIDA )  
 ) SS.  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 11th day of December, 2023, by DAVID GOFF, as Secretary of DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida

My commission expires:

Serial Number, if any





CFN 20210030675

DR BK 32118 PG 0435  
RECORDED 01/22/2021 09:01:59  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
Pgs 0435 - 441; (7pgs)

THIS INSTRUMENT PREPARED BY:  
LEONARD LUBART, ESQUIRE  
GREENSPOON MARDER LLP  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, Florida 33301

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR  
DOVER HOUSE, A HOLIDAY BEACH RESORT, A CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium for Dover House, a Holiday Beach Resort, a Condominium, was recorded on January 28, 1982, in Official Records Book 3665, at Page 1025, of the Public Records of Palm Beach County, Florida (the "Declaration"), as amended from time to time; and,

**WHEREAS**, Article XI of the Declaration provides that the Declaration may be amended at any regular or special meeting of the Unit Owners, called and convened, in accordance with the By-Laws, by the affirmative vote of Voting Members casting not less than fifty-one percent (51%) of the total vote of the members of the Association; and,

**WHEREAS**, proper notice has been given and the affirmative vote of voting members casting not less than fifty-one (51%) percent of the total vote, the members of the Association have voted in favor of the following amendments

**NOW, THEREFORE**, the Declaration of Condominium is amended as follows:

1. Article XIX is amended to read and provide as follows:

**XIX.  
TERMINATION**

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

~~A. If fifty-one (51%) percent of the 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 there exists a prohibition on the reconstruction or repair of a damaged improvement containing Condominium Units which are not tenantable, as required by Article XV, 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.~~

1. Except as set forth in subparagraph B below, the Condominium and timeshare plan shall continue until withdrawal of the Condominium Property from the provisions of Chapter 718 and Chapter 721, Florida Statutes, is authorized by a vote of seventy-five (75%) percent of the total voting interests present in person or by proxy at a meeting of the membership at which a quorum is present, as well as a majority of lenders holding a first lien on Unit Weeks, provided that if the Plan of Termination provides for payment in full to a lender, such lender's consent shall not be required.

2. In the event such withdrawal is authorized as aforesaid, the majority of the Board shall also vote upon and approve a plan of termination (the "Plan") and authorize the President or Vice President of the Association to execute and deliver any documentation necessary to effectuate the Plan. The Plan must be recorded in the public records of Palm Beach County, Florida.

3. Unless the Plan expressly provides otherwise, the effective date of termination shall be the date on which (x) the Plan is recorded in the case of an unconditional plan of termination, or (y) both the Plan (if not previously recorded) and a certificate of termination are recorded in the case of a conditional plan of termination. The Plan shall name a termination trustee which will be the Association.

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4. A copy of the approved, executed Plan shall be made available to all the Unit Owners upon request.

5. Within thirty (30) days after a Plan has been approved and recorded, the termination trustee (the Association) shall deliver notice, in the same manner the Association provides notice to the membership ("Notice"), to all Unit Owners, lienors of the Condominium Property, and lienors of all Units at their last addresses known to the Association that a Plan has been recorded. The Notice must include the book and page number of the public records in which the Plan was recorded and notice that a copy of the Plan shall be furnished upon written request.

6. The Plan may be a conditional plan, in which case the termination of the Condominium and timeshare plan, as aforesaid, shall occur upon and be evidenced by a certificate of the termination trustee, certifying as to satisfaction of the conditions and said certificate shall be recorded amongst the public records of Palm Beach County, Florida.

7. The Plan shall provide that on the effective date of termination of the Condominium and timeshare plan, title to the Condominium Property shall vest in the termination trustee, which will be the Association, and the Unit Owners thereafter become the beneficiaries of the proceeds realized from the Plan as set forth therein. The Plan must specify the powers of the termination trustee. The interests of the Unit Owners in the Association's property, common surplus, and other assets of the Association shall be the same as their respective Unit's interests in the Common Elements. The termination trustee, on behalf of the Unit Owners, may deal with the Condominium Property if the Plan confers on the termination trustee the authority to protect, conserve, and manage, the Condominium Property.

8. Following the effective date of termination of the Condominium and timeshare plan, the net proceeds from the sale of the Condominium Property shall be held by the termination trustee, as

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trustee for the Unit Owners and holders of liens on their Units, in their order of priority.

9. The Plan may contain such other provisions as determined by a majority vote of the Board.

10. If there if there exists a prohibition on the reconstruction or repair or a damaged improvement containing Condominium Units which are not tenantable, as required by Article XV, said Property shall be deemed to be subject to termination whereupon a majority of the Board shall adopt a Plan of Termination as set forth above.

B. It is understood that commencing in the year 2022, if a majority of the Board of Directors or 20% of the total owners of unit weeks call for a vote to terminate the project, a meeting shall be scheduled to conduct such vote upon not less than thirty (30) days' notice. A quorum at that meeting shall be fifty-one (51%) percent of the total of all outstanding votes of owners of unit weeks. If a quorum is represented, the unit owners shall vote on whether to terminate the timeshare plan. A majority of the votes represented shall control. If no vote is held or if the vote to terminate is unsuccessful, the timeshare plan shall continue in the same manner as existed before the vote. Additional votes to terminate may be called for and held in the same manner every ten (10) years thereafter commencing with the year 2030. If the timeshare plan is terminated by an affirmative majority vote at the meeting, thereupon the Board of Directors shall adopt a Plan of Termination as set forth above. 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, no 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. 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

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~~coovenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all 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 10 year period. This process shall be repeated as the end of each successive 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 take the necessary steps to discontinue the Interval Ownership program at the Condominium, at which time the Board of Directors of the Association and each Owner of a Unit Week in a Unit committed to Interval Ownership shall have the right to take such action as is permitted by this Declaration and the laws of the State of Florida. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Palm Beach County, Florida, for a partition of the Units, if permitted by applicable law.~~

~~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 to do so, together with the non-exclusive 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 with 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~~

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~~Struck through~~ text indicates deletions.



~~sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.~~

~~Subject to the laws of the State of Florida, 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 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.~~

2. Except as hereinabove amended, all of the other terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, has caused this Fourth Amendment to the Declaration of Condominium to be duly executed this 10th day of December, 2020.

SIGNATURES ON THE FOLLOWING PAGE

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



[Signature]  
Print Name: Robyn Rocco

[Signature]  
Print Name: Beky Adame

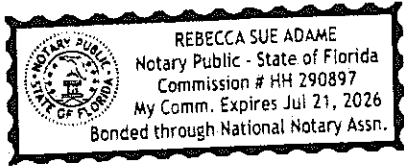
BY: [Signature]  
Name: MARGIE WALDEN  
Title: Secretary

STATE OF FLORIDA            )  
                                          ) SS.  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 14<sup>th</sup> day of December, 2023, by MARGIE WALDEN, as Secretary of DOVER HOUSE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.

[Signature]  
Print Name:  
Notary Public, State of Florida.  
Serial Number, if any

My commission expires:



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~~Struck through~~ text indicates deletions.