

Attachment "M"

Certificate of Termination for Hollywood Beach, A Resort
Condominium (Project# PR67231)

Melanie S. Griffin, Secretary

Ron DeSantis, Governor

VIA EMAIL ONLY: mchapnick@ssclawfirm.com

March 27, 2023

Mr. Michael E. Chapnick, Esq.
6111 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487

RE: ACKNOWLEDGMENT OF TERMINATION PLAN
PROJECT NAME: HOLLYWOOD BEACH, A RESORT CONDOMINIUM
PROJECT NUMBER: PR67231

Dear Mr. Chapnick:

The division has received a copy of the recorded Certificate of Termination for Hollywood Beach, A Resort Condominium (PR67231). The condominium is now terminated in our records.

Please feel free to contact me if you have any questions or if I may be of assistance.

Sincerely,

BUREAU OF STANDARDS AND REGISTRATION

Sharika Chase

Sharika Chase
REAL ESTATE DEVELOPMENT SPECIALIST SUPERVISOR
E-Mail: Sharika.Chase@myfloridalicense.com
Direct: 850-717-1449
Bureau: 850-487-9832

RECEIVED
FOTMH **SACHS SAX CAPLAN**

ATTORNEYS AT LAW

2023 JUL 31 PM 4: 27

SUITE 200
6111 BROKEN SOUND PARKWAY NW
BOCA RATON, FLORIDA 33487TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6825
FACSIMILE (561) 994-4985MICHAEL E. CHAPNICK, ESQ.
mchapnick@ssclawfirm.comVIA CERTIFIED AND REGULAR MAIL

July 26, 2023

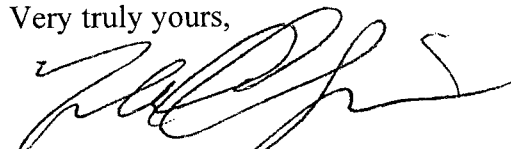
Director
Florida Department of Business and Professional Regulation
Attn: Bureau of Standards and Registration
2601 Blair Stone Road
Tallahassee, FL 32399-1030Re: Certified Copy of First Amended and Restated Certificate and Plan of Termination of
Declaration for the Hollywood Beach, a Resort Condominium (the "Condominium")

Dear Sir/Madame:

Enclosed for your files please find a certified copy of the above-noted Condominium's First Amended and Restated Certificate and Plan of Termination of Declaration for the Hollywood Beach, a Resort Condominium (the "Amended Plan"). The Original Plan was recorded in the Public Records of Broward County, Florida on March 14, 2023 as Instrument Number 118731737, and consists of twenty-six (26) pages. This Amended Plan was recorded in the Public Records of Broward County, Florida on July 24, 2023 as Instrument Number 118997293, and consists of fourteen (14) pages.

Thank you in advance for your time and attention.

Very truly yours,


MICHAEL E. CHAPNICK
For the Firm

MEC

SACHS SAX CAPLAN

ATTORNEYS AT LAW

SUITE 200
6111 BROKEN SOUND PARKWAY NW
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
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MICHAEL E. CHAPNICK, ESQ.
mchapnick@ssclawfirm.com

VIA CERTIFIED AND REGULAR MAIL

July 26, 2023

Director
Florida Department of Business and Professional Regulation
Attn: Bureau of Standards and Registration
2601 Blair Stone Road
Tallahassee, FL 32399-1030

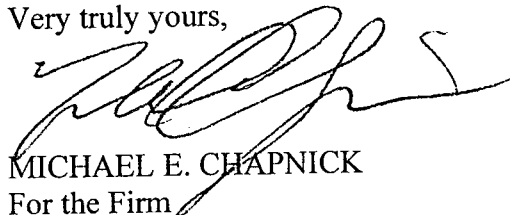
Re: Certified Copy of First Amended and Restated Certificate and Plan of Termination of Declaration for the Hollywood Beach, a Resort Condominium (the "Condominium")

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Enclosed for your files please find a certified copy of the above-noted Condominium's First Amended and Restated Certificate and Plan of Termination of Declaration for the Hollywood Beach, a Resort Condominium (the "Amended Plan"). The Original Plan was recorded in the Public Records of Broward County, Florida on March 14, 2023 as Instrument Number 118731737, and consists of twenty-six (26) pages. This Amended Plan was recorded in the Public Records of Broward County, Florida on July 24, 2023 as Instrument Number 118997293, and consists of fourteen (14) pages.

Thank you in advance for your time and attention.

Very truly yours,



MICHAEL E. CHAPNICK
For the Firm

MEC

This Instrument Prepared by and after
Recording, Return to:

Michael E. Chapnick, Esq.
Sachs Sax Caplan, P.L.
6111 Broken Sound Parkway NW
Suite 200
Boca Raton, Florida 33487
Original Declaration Recorded at OR Book
13593, Page 406, *et seq.*

FIRST AMENDED AND RESTATED CERTIFICATE AND PLAN OF TERMINATION OF
DECLARATION FOR
THE HOLLYWOOD BEACH, A RESORT CONDOMINIUM

This First Amended and Restated Certificate and Plan of Termination ("Amended Plan") is made this 24 day of July, 2023, pursuant to Section 718.117, Florida Statutes (2022), and the Declaration of Condominium for the Hollywood Beach, a Resort Condominium, recorded on July 29, 1986 in the Public Records of Broward County, Florida at Official Record Book 13593, Page 406, *et seq.*, and as thereafter amended from time to time (collectively, "Declaration"), by The Hollywood Beach Resort Condominium Association, Inc., a Florida not for profit corporation ("Association").

WHEREAS, the Association's Declaration was amended by Instrument Number 118675344, recorded in the Public Records of Broward County, Florida on February 13, 2023, for the purpose of amending Article X of the Declaration to provide that the Condominium Property may be removed from the provisions of the Florida Condominium Act and the Declaration in the manner provided for by Section 718.117, Florida Statutes (2022); and

WHEREAS, Section 718.117, Florida Statutes (2022), provides, among other things, that a plan of termination must be approved by at least 80% of the total voting interests of the condominium, provided there are not 5% or more of the total voting interests of the condominium that either vote against or provide written objections to the plan of termination; and

WHEREAS, Hollywood Horizons Owner, LLC, a Delaware limited liability company, has acquired more than 96% of the total voting interests of the Condominium, by acquiring 345 out of a total of 362 Units within the Condominium, and, as a result of such acquisitions, has become a "Bulk Owner," as defined in Section 718.117, Florida Statutes (2022) (hereinafter referred to as "Bulk Owner"); and

I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 26 day of July, 2023 County Administrator.
By: Broward County Deputy Clerk
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WHEREAS, the Bulk Owner, as Owner of more than 96% of the total voting interest in the Condominium, has determined to terminate the Condominium, thereby releasing the Property described in the Declaration from the condominium form of ownership created by the Declaration and Florida Statutes; and,

WHEREAS, the Association joins in the Original Plan and this Amended Plan (collectively, the "Termination Plan") to certify the facts contained herein; and,

WHEREAS, the Original Plan was recorded in the Public Records of Broward County, Florida on March 14, 2023 (the "Termination Date") as Instrument Number 118731737, and, by letter dated March 27, 2023, the Florida Department of Business & Professional Regulation acknowledged receipt of the recorded Certificate of Termination for Hollywood Beach, A Resort Condominium, and acknowledged that said Condominium was "now terminated in our records;" and,

WHEREAS, this First Amended and Restated Certificate and Plan of Termination is made and entered into by the Hollywood Beach Resort Condominium Association, Inc. (the "Association"), in its own right, and as Termination Trustee, as further described herein, and by the Bulk Owner, Hollywood Horizons Owner, LLC, a Delaware limited liability company, as the owner of more than 96% of the total voting interests in the Condominium;

NOW THEREFORE, the Association and the Bulk Owner hereby consent, agree and declare as follows:

1. The foregoing recitals are true and correct and incorporated into this Amended Plan by reference. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Association's Declaration of Condominium, as same may have been amended from time to time, and Chapter 718, Florida Statutes (2022).
2. The Bulk Owner, Termination Trustee, and the Association hereby approve the voluntary termination of the Condominium in accordance with Article X of the Declaration and Section 718.117, Florida Statutes (2022), which, as of the Termination Date, terminated the Condominium and removed the Condominium from the Declaration and the provisions of Chapter 718, Florida Statutes.
3. The Termination Plan does not terminate the Association as a Florida not for profit corporation operating pursuant to Chapter 617, Florida Statutes. Following the Termination Date, notwithstanding any provision to the contrary in the Declaration or the Bylaws of the Association, the Board of Directors of the Association shall:
 - a. Employ directors, agents, attorneys, and other professionals to liquidate or conclude its affairs;
 - b. Conduct the affairs of the Association as necessary for the liquidation or termination;



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- c. Carry out contracts and collect, pay, and settle debts and claims for and against the Association;
 - d. Defend suits brought against the Association;
 - e. Sue in the name of the Association for all sums due or owed to the Association or to recover any of its property;
 - f. Perform any act necessary to maintain, repair, or demolish unsafe or uninhabitable improvements or other portions of the Condominium Property in compliance with applicable codes;
 - g. Sell at public or private sale or exchange, convey, or otherwise dispose of assets of the Association for an amount deemed to be in the best interests of the Association, and execute bills of sale and deeds of conveyance in the name of the Association;
 - h. Collect and receive rents, profits, accounts receivable, income, maintenance fees, special assessments, and/or any insurance proceeds for the Association; and
 - i. Contract and do anything in the name of the Association which is proper or convenient to conclude the affairs of the Association.
4. The Termination Plan provides for the appointment of a termination trustee (the "Trustee" or "Termination Trustee"). The Association, acting through its Directors, namely, Jonathan Chetrit, 101 N. Ocean Drive, Suite #8, Hollywood, Florida 33019; Michael Chetrit, 101 N. Ocean Drive, Suite #8, Hollywood, Florida 33019, Michael Weiss, 101 N. Ocean Drive, Suite #8, Hollywood, Florida 33019, and Joanna Lora, 101 N. Ocean Drive, Suite #8, Hollywood, Florida 33019, shall serve as Termination Trustee, and shall be subject to the following:
- a. The powers of the Trustee shall include those set forth in Section 718.117(6), Florida Statutes (2022); and the following: (i) all the powers of the Board of Directors, (ii) the power and the authority to protect, conserve, manage, sell or dispose of the Property including, but not limited to, the right to contract for and dispose of the Property; (iii) the power and authority to employ agents, attorneys and other professionals as it deems necessary or desirable to carry out this Plan, in its sole and absolute discretion; (iv) the power and authority to conduct the affairs of the Association as necessary to effectuate this Plan; (v) the power and authority to carry out and perform contracts and collect, pay, and settle debts and claims for and against the Association; (vi) the power and authority to defend suits and arbitration proceedings brought against the Association; (vii) the power and authority to sue in the name of the Association for all sums due or owed to the Association or to recover any of its property; (viii) the power and authority to perform any act necessary to maintain, repair, or demolish unsafe or uninhabitable improvements or other condominium property in compliance with applicable codes; (ix) the power and authority to determine, in the event of any casualty or condemnation occurring during the pendency of this Plan, whether the Condominium, or any part thereof, shall be repaired or reconstructed; (x) the power and authority to sell at public or private sale or exchange, convey, or otherwise



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dispose of assets of the Association for an amount deemed to be in the best interests of the Association, and execute bills of sale and deeds of conveyance in the name of the Association; (xi) the power and authority to collect and receive rents, profits, accounts receivable, income, maintenance fees, special assessments, or insurance proceeds for the Association; and (xii) the power and authority to contract and do anything in the name of the Association which is necessary, proper or convenient to terminate the affairs of the Association consistent with this Plan.

- b. Notice of Plan. A copy of the Original Plan was given to all unit owners who are not the Bulk Owner (the "Non-Bulk Owners"), in the same manner as for notice of an annual meeting, at least fourteen (14) days prior to the meeting at which the Original Plan was voted upon or simultaneously with the distribution of the solicitation seeking execution of the Original Plan or written consent or joinder hereto. Additionally, within thirty (30) days after the Original Plan was recorded in the Public Records, the Trustee delivered by certified mail, return receipt requested, and/or overnight delivery, notice that the Original Plan was so recorded, to all Non-Bulk Owners, lienors of the Property, and lienors of all Units owned by the Non-Bulk Owners (the "NBO Units") at their last known addresses (the "Notice of Plan"). The Notice of Plan included the book and page number of the Public Records in which the Original Plan was recorded, a statement that a copy of the Original Plan shall be furnished upon written request, and a statement that each Non-Bulk Owner or lienor of a NBO Unit had the right to contest the Original Plan in accordance with the below provisions.
5. The Condominium was terminated as of the Termination Date, and from and after the Termination Date, those Units formerly subject to the condominium form of ownership are to be referred to as "Former Units."
 6. Appraisal. The Trustee has retained an independent, Florida licensed appraiser to determine the fair market value of each of the Former Units owned by the Non-Bulk Owners (hereafter each a "NBO Former Unit"), including each such NBO Former Unit's pro rata share of the Common Elements and excluding any and all personal property and/or furniture located in the NBO Former Unit (each an "Appraisal" and collectively, the "Appraisals"). The fair market value shall be determined as of a date no earlier than ninety (90) days before the recording date of the Original Plan ("Recording Date"). The Trustee shall reasonably determine the value of the non-realty and the portions of the Realty, if any, other than the NBO Former Units. Within ninety (90) days following receipt of all of the Appraisals, the Trustee shall give each Non-Bulk Owner and the lienors of each NBO Former Unit notice of the result of such NBO Former Unit's Appraisal (the "Notice of Appraisal"), together with a copy of such Appraisal. The Trustee may, in its discretion, combine the Notice of Plan and Notice of Appraisal into a single notice. Within fifteen (15) days after the recording of the Original Plan in the Public Records of Broward County, Florida, all Former Units within the Property, were to be vacated, and have now been



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vacated, and those Former Units granted exception and permitted to vacate their Former Units by no later than 11:59 p.m. on April 30, 2023, have also now been vacated.

7. Sale to Purchaser.

- a. Hollywood Horizons Owner, LLC, a Delaware limited liability company (“Purchaser”), the record Unit Owner of over 96% of the voting interest in the Condominium as of the Recording Date, has expressed an interest in acquiring the Property, as hereinafter defined in Section 13. Accordingly, Purchaser shall not be a Non-Bulk Owner under this Termination Plan. Effective upon recording the Original Plan on March 14, 2023, the Trustee holds title to the Property. Provided that Purchaser delivers to Trustee, in cleared funds: (i) the aggregate amount representing the values of the NBO Former Units as set forth in the Appraisals, (ii) the aggregate amount representing the value of the interest of the NBO Former Units in the Association realty, if any, as reasonably determined by the Trustee; and (iii) the aggregate amount representing the value of the interest of the Non-Bulk Owners in the non-realty, if any, as reasonably determined by the Trustee (together, the “Acquisition Price”) prior to recording this First Amended and Restated Certificate and Plan of Termination, the Trustee shall, upon delivery of the Acquisition Price, convey the Property (including, without limitation, all NBO Former Units, all Purchaser's Units and all Common Elements) to Purchaser by a trustee's deed and/or bill of sale, as applicable (the “Conveyance”).
- b. In addition to providing the Acquisition Price to the Trustee, Purchaser shall pay all documentary stamp taxes and/or recording fees incurred in connection with perfecting the sale of the Property by the Trustee to Purchaser.
- c. From and after the conveyance of the Property to Purchaser, all persons occupying any of the NBO Former Units must immediately vacate the Property and the NBO Former Unit Owners shall, if requested by Purchaser, deliver the keys to their respective Former Units to Purchaser.
- d. In the event that the Purchaser fails to deliver to the Trustee the Acquisition Price, as set forth above, by August 31, 2023, the Trustee shall convey the Former Units back to the record title holders thereof prior to recording of this First Amended and Restated Certificate and Plan of Termination, and the Former Units shall thereafter be owned by the record title holders thereof, and Common Elements shall be owned by all such Former Unit owners as tenants in common, each according to the percentage of ownership in the Common Elements attributed to the Former Units prior to Termination.

8. Distributions.



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- a. Purpose. Following delivery of the Acquisition Price, it shall be held by the Trustee, as trustee for the Non-Bulk Owners and holders of liens on the NBO Former Units, in their order of priority.
- b. Notice. Not less than thirty (30) days before the first distribution of the Acquisition Price, the Trustee shall send by certified mail, return receipt requested, a notice of the estimated distribution to each of the Non-Bulk Owners, lienors of the Condominium Property, and lienors of each NBO Former Unit, at their last known addresses (pursuant to the Association's records) stating a good faith estimate of the amount of the distributions to each such party and the procedures and deadline for notifying the Trustee of any objections to the amount. The deadline to file an objection will be fifteen (15) days after the date the notice was mailed. If a Non-Bulk Owner or lienor files a timely written objection with the Trustee, the Trustee need not distribute the funds allocated to the applicable objecting Non-Bulk Owner or lienor until the Trustee has had a reasonable time to determine the validity of the adverse claim. In the alternative, the Trustee may interplead the applicable objecting Non-Bulk Owner, lienor, and any other person claiming an interest in one of the NBO Former Units and deposit the funds allocated to such NBO Former Unit in the court registry, at which time the Property, including without limitation, the Condominium Property, Association Property, Common Surplus, realty proceeds and other assets of the Association, are automatically released and free of all claims and liens of the parties to the suit. In an interpleader action, the Trustee and prevailing party may recover reasonable attorney's fees and costs. Notwithstanding the foregoing and for purposes of clarification, the objection permitted by this Section shall be limited in all events to any reduction in the Acquisition Price as a result of the application of the provisions of this Section hereof.
- c. Distribution Priority on a Sale to Purchaser. The Acquisition Price shall be distributed to all Non-Bulk Owners as follows:
 - i. first, to any lien holders of the NBO Former Unit to the extent necessary to pay down, or if sufficient funds are available, satisfy their liens; however, the distribution to such lienholders may not exceed a Non-Bulk Owner's share of the Acquisition Price as provided herein;
 - ii. second, the portion of the Acquisition Price attributable to the value of an NBO Former Unit shall be distributed to the Non-Bulk Owner(s) owning such NBO Former Unit in accordance with its/their interest in such NBO Former Unit; and,
 - iii. finally, the portion of the Acquisition Price attributable to the value of the non-realty, if any, shall be distributed to such Non-Bulk Owner in accordance with its interest therein.



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- d. Notwithstanding the foregoing, in determining the proceeds available for distribution as set forth above, the Trustee shall first deduct from the proceeds allocated to a NBO Former Unit the following: (A) any sums due from the applicable Non-Bulk Owner and not paid to the Association as of the Termination Date including, but not limited to, assessments (prorated through the Termination Date), late charges and attorney's fees; (B) the NBO Former Unit's pro rata share of the real property taxes for the NBO Former Unit for the year of termination, determined as of the Termination Date and based upon the actual tax bill if available or the prior year's tax bill if the termination year's tax bill is not available. Additionally, the Trustee shall first deduct the following from the proceeds allocated to a NBO Former Unit:
- i. any costs or fees incurred for the eviction or removal of the Non-Bulk Owner and/or any tenants or occupants of the NBO Former Unit;
 - ii. costs and fees incurred in clearing title to the NBO Former Unit (including locating lienors, obtaining estoppel statements for such liens and paying all mortgages and other liens affecting the NBO Former Unit and any necessary suits to quiet title or remove title defects; and,
 - iii. any costs incurred for the removal or storage of any personal property remaining in the NBO Former Unit.
- e. These amounts shall be deducted from any other amounts payable to the applicable Non-Bulk Owner. There shall be added to proceeds available for distribution any portion of assessments or real property taxes paid by a Non-Bulk Owner prorated as of the Termination Date.
- f. Additional Distributions. Other than as provided herein, the Trustee shall have full discretion in making distributions subject to, and in accordance with, the provisions of the Declaration and this Amended Plan including, without limitation, to pay lienors and creditors of the Association, if any, from the Common Surplus. In the event of any conflict or inconsistency between the Declaration and this Amended Plan with respect to the making of distributions, this Amended Plan shall control to the extent of the conflict or inconsistency.
- g. FIRPTA. Notwithstanding the foregoing, the Trustee, may, in its reasonable discretion, withhold that portion of any distribution to a Non-Bulk Owner required by the Foreign Investment in Real Property Tax Act of 1980 (commonly known as FIRPTA), until the Trustee has received a duly executed affidavit of said Non-Bulk Owner evidencing that no such withholding is required or other authorization satisfactory to the Trustee in its sole discretion.



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9. Subsequent Unit Owners. Any person acquiring an interest in a Unit through judicial foreclosure or other involuntary transfer shall take such interest subject to this Amended Plan and any actions or inactions previously taken or omitted under this Amended Plan by the prior Unit Owner.
10. Right to Contest. A Non-Bulk Owner or lienor holding a lien on a NBO Unit had the right to contest the Original Plan by initiating a petition in accordance with Section 718.1255, Fla.Stat., within ninety (90) days of the Termination Date. A Non-Bulk Owner or lienor holding a lien on a NBO Unit could only contest the fairness and reasonableness of the apportionment of the Termination Proceeds (as defined below), that the liens of the first mortgages of Non-Bulk Owners have not or will not be satisfied to the extent required by Section 718.117(3), Fla.Stat., or that the required vote to approve the Original Plan was not obtained. A Non-Bulk Owner or lienor holding a lien on a NBO Unit who did not contest the Original Plan within the aforesaid time period is barred from asserting or prosecuting a claim against the Association, the Trustee, any other Unit Owner, the Purchaser, or any successor in interest to the Property. In any action contesting the Original Plan, the person contesting the Original Plan had the burden of pleading and proving that the apportionment of the Termination Proceeds (as defined below) was not fair and reasonable or that the required vote was not obtained. If the arbitrator determined that the apportionment of the Termination Proceeds (as defined below) was not fair and reasonable, the arbitrator could have voided the Original Plan or modified the Original Plan to apportion such proceeds in a fair and reasonable manner pursuant to Section 718.117, Fla.Stat., and ordered the Original Plan, as modified, to be implemented. If the arbitrator determined the Original Plan was not properly approved by the required vote, it may have voided the Original Plan or granted such other relief as it deemed just and proper. Any challenge to the Original Plan (other than a challenge that the required vote was not obtained) did not and does not affect title to the Property or the vesting of the Property in the Trustee or a subsequent owner of the Property but shall only be a claim against the proceeds payable pursuant to the Original Plan, or, if applicable, this Amended Plan. In any such action the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
11. "Termination Proceeds" shall mean and include the fair market value of any Former Unit owned by a Former Unit owner who is not the Bulk Owner (if any), and the assets of the Association remaining after payment of all of the Association's debts and obligations, apportioned among the Former Unit owners according to the percentage of ownership of the common elements allocated to each of the Former Units owned by such Former Unit owners.
12. Dissolution of the Association, and the winding down of its corporate affairs, shall be performed as required by Chapters 617 and 718, Florida Statutes, and after all liabilities and obligations of the Association are paid and discharged, or adequate provisions are made therefore, except as set forth herein, title to the real property and personal property



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described in the Declaration, and 100% of all common surplus of the Condominium, 100% of all insurance proceeds and condemnation proceeds and all real and personal property owned or leased by the Association or dedicated to the Association by recorded plat, shall be distributed to the Former Unit owners in direct proportion to the percentage of ownership in the Common Elements attributed to the Former Units prior to Termination.

13. The legal description for the real property encumbered by the Declaration (the "Property") shall revert to the legal description attached as **Exhibit A** hereto and incorporated herein by this reference, upon recordation of this Plan in the Public Records of the County.
14. The Bulk Owner's Sworn Statement was attached to the Original Plan as **Exhibit B**, and while not attached hereto, is incorporated herein by reference for historical purposes.
15. The Original Plan was effective; and the Condominium terminated, immediately upon its recording in the Public Records of Broward County, Florida, to wit, on March 14, 2023.
16. Covenant. The Original Plan, together with this Amended Plan, are covenants running with the land comprising what was the Property (as defined in the Declaration, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to the Original Plan and this Amended Plan.
17. Bulk Owner acknowledges that it has provided the Division of Florida Condominiums, Timeshares and Mobile Homes with a certified copy of the recorded Original Plan to evidence termination of the Condominium. No further recordation or notice is required in order to complete the termination of the Condominium under the Declaration or Chapter 718, Florida Statutes (2022). This Amended Plan will, however, be recorded, and a certified copy of the recorded Amended Plan will be provided to the Division of Florida Condominiums, Timeshares and Mobile Homes.
18. Severability. Should any clause, section or part of this Amended Plan be held invalid by a court of competent jurisdiction, such invalid part shall be considered severed and eliminated and will in no way affect the validity of the remainder of this Amended Plan.

IN WITNESS WHEREOF, pursuant to Section X of the Declaration, Unit Owners owning at least 80% of the total voting interest in the Condominium, hereby approve this Amended Plan by executing the attached approval, consent and joinder in the manner of execution of a deed. Furthermore, the Trustee and the Association execute and join in this Amended Plan and agree to be bound by its terms.

[SIGNATURES AND EXHIBITS ON FOLLOWING PAGES]



EXHIBIT "A"
LEGAL DESCRIPTION



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7-18-23



BERRY & CALVIN
LAND SURVEYORS 923-6588
CIVIL ENGINEERS 921-7781
3128 NORTHERN AVENUE • HOLLYWOOD, FLORIDA 33020
MIAMI (305) 871-2180 • FORT LAUDERDALE (305) 822-1322

HOLLYWOOD BEACH HOTEL
DESCRIPTION OF MAIN BUILDING

A portion of Lot 2, according to the plat of "RE-SUBDIVISION OF BLOCK 'E', HOLLYWOOD BEACH", as recorded in Plat Book 7, page 55, of the public records of Broward County, Florida, being described as follows:

Commencing at the northeast corner of said Lot 2, run on an assumed bearing of S.88°25'12"W. along the north line of Lot 2 a distance of 1.75 feet; thence, S.1°23'11"E. 12.50 feet to a Point of Beginning being the northeast corner of the structure of the existing building; thence, S.88°41'45"W. along said structure 36.30 feet; thence, S.1°18'15"E. 77.10 feet; thence, S.88°41'45"W. 28.30 feet; thence, N.1°18'15"W. 15.20 feet; thence, S.88°41'45"W. 18.20 feet; thence, S.1°18'15"E. 15.20 feet; thence, S.88°41'45"W. 94.80 feet; thence, S.1°18'15"E. 69.90 feet; thence, S.88°41'45"W. 37.51 feet; thence, S.1°47'44"E. 412.87 feet; thence, N.88°12'16"E. 45.50 feet; thence, S.1°47'44"E. 57.00 feet; thence, N.88°12'16"E. 2.80 feet; thence, S.1°47'44"W. 2.30 feet; thence, N.88°12'16"E. 11.10 feet; thence, S.1°47'44"E. 1.40 feet; thence, N.88°12'16"E. 15.50 feet; thence, S.1°47'44"E. 5 feet; thence, N.88°12'16"E. 29.40 feet; thence, N.1°47'44"W. 5 feet; thence, N.88°12'16"E. 2.50 feet; thence, N.1°47'44"W. 1.60 feet; thence, N.88°12'16"E. 105.50 feet; thence, N.1°42'54"W. 54.40 feet; thence, S.88°17'06"W. 0.80 feet; thence, N.1°42'54"W. 126.20 feet; thence, N.88°17'06"E. 1.90 feet; thence, N.1°42'54"W. 57.80 feet; thence, N.88°28'02"E. 3 feet; thence, N.1°31'58"W. 31.50 feet; thence, S.88°28'02"W. 3 feet; thence, N.1°42'54"W. 57.80 feet; thence, N.1°42'54"W. 57.80 feet; thence, S.88°19'33"W. 2 feet; thence, N.1°40'27"W. 126.30 feet; thence, N.88°19'33"E. 1 foot; thence, N.1°23'11"W. 158.63 feet to the Point of Beginning.

McB

REC 13593 PG 447

Sheet 3

ESTABLISHED 1937



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 26 day of July, 2023 County Administrator.
By: Broward County Deputy Clerk
2134c4a3-bb85-40fa-991b-3e7f8be63fd2 Page 11 of 14

APPROVAL, CONSENT, AND JOINDER OF UNIT OWNERS

The undersigned, constituting Unit Owners owning at least 80% of the total voting interests in the Condominium, hereby approve, consent to, join in, and agree to be bound by this First Amended and Restated Certificate and Plan of Termination of Hollywood Beach Resort Condominium. All terms used in this Approval, Consent, and Joinder shall have the same meaning ascribed to such terms in the Foregoing Amended Plan.

Witnesses:
[Signature]
Signature
Sandra Figueroa
Printed Name

HOLLYWOOD HORIZONS OWNER,
LLC, a Delaware limited liability company
[Signature]
Signature
Jacob Chetrit
Printed Name

[Signature]
Signature

Managing Member
Title

Michael Weiss
Printed Name

July 20, 2023
Date

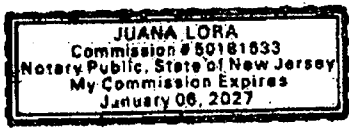
STATE OF ~~FLORIDA~~ ^{New Jersey}
COUNTY OF ~~BROWARD~~) Bergen

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by Jacob Chetrit, an Authorized Representative of Hollywood Horizons Owner, LLC, a Delaware limited liability company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of July, 2023.

My Commission Expires:

[Signature]
Notary Public
Juana Lora
Typed, printed, or stamped name of Notary Public



JOINDER OF ASSOCIATION

The Hollywood Beach Resort Condominium Association, Inc., a Florida not for profit corporation, hereby approves, joins in, consents to, and agrees to be bound by this First Amended and Restated Certificate and Plan of Termination of the Hollywood Beach Resort Condominium.

Witnesses:

THE HOLLYWOOD BEACH RESORT
CONDOMINIUM ASSOCIATION, INC., a
Florida not for profit corporation

Sandra Figueroa
Signature
Sandra Figueroa
Printed Name

[Signature]
Signature
Jonathan Chetant
Printed Name

[Signature]
Signature

President
Title

Michael Weiss
Printed Name

7/20/23
Date

STATE OF FLORIDA) New Jersey
COUNTY OF BROWARD) Bergen

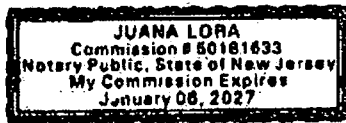
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by Jonathan Chetant, as President of the Hollywood Beach Resort Condominium Association, Inc., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of July, 2023.

My Commission Expires:

[Signature]
Notary Public

[Signature]
Typed, printed, or stamped name of Notary Public



I hereby certify this document to be a true, correct and complete copy of the record filed in my office.
Dated this 26 day of July, 2023 County Administrator.
By: Broward County Deputy Clerk
2134c4a3-bb85-40fa-991b-3e7f8be63fd2 Page 13 of 14

JOINDER OF TERMINATION TRUSTEE

The Hollywood Beach Resort Condominium Association, Inc., a Florida not for profit corporation, acting as Termination Trustee, hereby approves, joins in, consents to, and agrees to be bound by this First Amended and Restated Certificate and Plan of Termination of the Hollywood Beach Resort Condominium.

Witnesses:

THE HOLLYWOOD BEACH RESORT
CONDOMINIUM ASSOCIATION, INC., a
Florida not for profit corporation

Sandra Figueroa
Signature
Sandra Figueroa
Printed Name

[Signature]
Signature
Jonathan Chebet
Printed Name

[Signature]
Signature

President
Title

Michael Weiss
Printed Name

7/26/23
Date

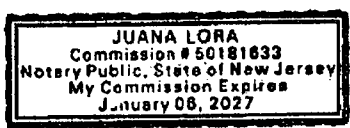
STATE OF ~~FLORIDA~~) New Jersey
COUNTY OF ~~BROWARD~~) Bergen

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by means of physical presence or online notarization, by Jonathan Chebet, as President of the Hollywood Beach Resort Condominium Association, Inc., a Florida not for profit corporation, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of July, 2023.

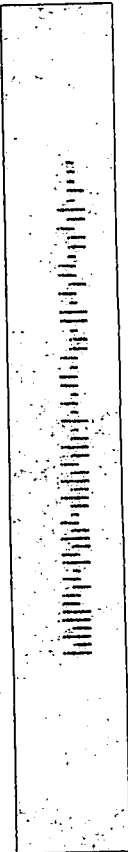
My Commission Expires:

[Signature]
Notary Public



[Signature]
Typed, printed, or stamped name of Notary Public

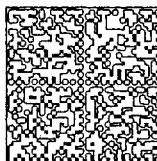




6111 Broken Sound Parkway NW
Suite 200
Boca Raton, FL 33487

FLORIDA DEPT OF BUSINESS & PROF
REGULATION
ATTN BUREAU OF STANDARDS AND
REGISTRATION
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399 1030

FIRST-CLASS



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