



This instrument prepared by
and return to

Kathi Borkholder, Esq
The Ritz-Carlton Development Company, Inc
6649 Westwood Boulevard
Orlando, Florida 32821
(407) 206-6000

CFN 20090034997
OR BK 23137 PG 1369
RECORDED 03/23/2009 11:50:35
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1369 - 1373; (5pgs)

**EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
EAGLE TREE CONDOMINIUM**

THIS EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF EAGLE TREE CONDOMINIUM ("Eighth Amendment") is made by RBF, LLC, a Delaware limited liability company ("Developer")

WHEREAS, the Declaration of Condominium of EAGLE TREE CONDOMINIUM was recorded in Official Records Book 15778, Page 22 in the Public Records of Palm Beach County, Florida (the "Original Declaration"), and

WHEREAS, the Original Declaration was amended by the following amendments (i) the First Amendment to Declaration of Condominium of EAGLE TREE CONDOMINIUM recorded in Official Records Book 16701, Page 0914 ("First Amendment"), (i) the Second Amendment to Declaration of Condominium of EAGLE TREE CONDOMINIUM recorded in Official Records Book 17557, Page 0343 ("Second Amendment"), (iii) the Third Amendment to Declaration of Condominium of EAGLE TREE CONDOMINIUM recorded in Official Records Book 18273, Page 1853 ("Third Amendment"), (iv) the Fourth Amendment to Declaration of Condominium of EAGLE TREE CONDOMINIUM recorded in Official Records Book 18368, Page 1806 ("Fourth Amendment"), (v) the Fifth Amendment to Declaration of Condominium of EAGLE TREE CONDOMINIUM recorded in Official Records Book 22312, Page 0102 ("Fifth Amendment"), (vi) the Sixth Amendment to Declaration of Condominium of EAGLE TREE CONDOMINIUM recorded in Official Records Book 22407, Page 1255 ("Sixth Amendment") and (vii) the Seventh Amendment to Declaration of Condominium of EAGLE TREE CONDOMINIUM recorded in Official Records Book 23100, Page 1845 ("Seventh Amendment") recorded in the Public Records of Palm Beach County, Florida (the Original Declaration, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment, shall be referred to herein as the "Declaration"), and

WHEREAS, capitalized terms, to the extent not otherwise defined in this Eighth Amendment, shall have the same meaning as set forth in the Declaration,

WHEREAS, pursuant to Section 17 2(b) of the Declaration, the Developer has the right to amend the Declaration so long as it owns more than ten percent (10%) of the Units or Club Home Interests in the Condominium (subject to the limited exceptions noted in such Section which are inapplicable to this Eighth Amendment),

WHEREAS, the Developer owns more than ten percent (10%) of the Units or Club Home Interests in the Condominium,

NOW, THEREFORE, Developer hereby amends the Declaration as follows

1 **Recitals** The above Recitals are true, correct, and incorporated herein

2 **Clarification Related to Voting Rights of Club Home Interests Conveyed as 3/40th or 2/40th Interests** Pursuant to the Seventh Amendment, the Developer amended the Declaration to allow Developer to convey Club Home Interests, in Unit 208, Unit 212, Unit 214, Unit 640 and Unit 644 only, as 1/8th, 3/40th or 2/40th interests, in accordance with rights reserved to Developer under Article I, Section 13 of the Declaration. Developer hereby amends Article IX, Section 9.1 of the Declaration to clarify the voting rights of any Owner of a 3/40th or 2/40th interest in such Units, as follows, where additions are shown as double-underlined and deletions are shown as ~~struck through~~

9.1 **Membership in Association** Membership of each Owner in the Association shall be acquired and the voting rights relating to such membership shall be pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association, such that each Unit, with the exception of Commercial Units, if any, which are not entitled to vote, shall be entitled to eight (8) votes. The votes of a Unit not committed to the Vacation Plan shall not be split, and each block of eight (8) votes in such a Unit must be voted in like manner. Notwithstanding the foregoing, each Club Home Interest with a 1/8th interest in a Unit shall be entitled to one (1) vote assigned to the Unit in which such Club Home Interest exists, each Club Home Interest with a 3/40th interest in a Unit shall be entitled to 3/5th of one (1) vote assigned to the Unit in which such Club Home Interest exists, and each Club Home Interest with a 2/40th interest in a Unit shall be entitled to 2/5th of one (1) vote assigned to the Unit in which such Club Home Interest exists. Further, the foregoing provisions shall apply with respect to Bylaws Section 4, Proxies, and Section 5, Designation of Voting Member in the case of each Club Home Interest (also referred to as Residence Interest or Fractional Residence in the Bylaws).

3 **No other Amendments** Except as indicated herein, the terms of the Declaration remain unchanged and in full force and effect

4 **Effective upon Recording** This Eighth Amendment shall take effect upon recordation in the Public Records of Palm Beach County, Florida

IN WITNESS WHEREOF, the Developer has executed this Eighth Amendment this 17th
day of March, 2009

WITNESSES

"Developer"

Print Name GEORGE SMITH

RBF, LLC

a Delaware limited liability company

Print Name Daniel B. Zamora

By The Ritz-Carlton Development Company, Inc., a
Delaware corporation

By [Signature]

Print Name

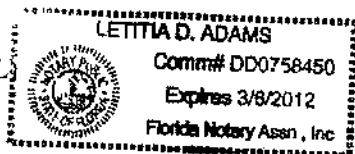
As its Vice President

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority authorized to take acknowledgments in the
State and County aforesaid, appeared Daniel B. Zamora, as Vice President of THE RITZ-CARLTON
DEVELOPMENT COMPANY, INC., a Delaware corporation, the sole member of RBF, LLC, a
Delaware limited liability company, and he acknowledged that he executed this Eighth Amendment to
Declaration of Condominium of Eagle Tree Condominium on behalf of the corporation pursuant to due
authority therefrom. He is personally known to me.

WITNESS my hand and seal this 17th day of March, 2009

(NOTARY SEAL)



[Signature]
(Notary Signature)

(Notary Name Printed)

NOTARY PUBLIC

Commission No _____

Exhibit "D"

PERCENTAGE INTEREST IN COMMON ELEMENTS

The Percentage Interest in the Common Elements under the Vacation Plan shall be determined as follows: each Club Home Type (i.e., those with same number of bedrooms) within the Condominium shall have an equal undivided percentage interest in the Common Elements and Common Surplus and an equal share of the Common Expenses of the Condominium (i.e., each two (2) bedroom Club Home shall have the same undivided percentage interest and same share as every other two (2) bedroom Club Home and similarly, each four (4) bedroom Club Home shall have the same undivided percentage interest and same share as every other four (4) bedroom Club Home). The undivided percentage interest in the Common Elements and Common Surplus and the share of the Common Expenses of the Condominium of the Club Homes shall be based upon the total number of each different Club Home Type that exists at that time in the Condominium, based upon the following formula:

$$100\% = (A)(X) + (B)[(X)(1.10518)]$$

where

A = the current number of two (2) bedroom Club Homes

B = the current number of four (4) bedroom Club Homes

X = the percentage interest of two (2) bedroom Club Homes

(X)(1.10518) = the percentage interest of four (4) bedroom Club Homes

The percentage interest for each Club Home Interest shall be determined by the percentage interest for that Club Home Type of the Unit number that is part of their legal property description (the "Underlying Club Home"), multiplied by a fraction (either 1/8th, 3/40th or 2/40th) equal to the Allocation of such Club Home Interest divided by the number of Club Home Interests having as a part of their legal property descriptions a given Club Home number ("Underlying Club Home"); e.g., the Owner of each Club Home Interest with a 1/8th interest Allocation shall own an undivided 1/8th of the Common Elements and of the Common Surplus otherwise allocated to ownership of the Underlying Club Home and shall also be responsible for 1/8th of the Common Expenses allocated to such Underlying Club Home.¹ With respect to Unit 208, Unit 212, Unit 214, Unit 640 and Unit 644 only, to the extent Club Home Interests in such Units are conveyed with a 3/40th or 2/40th Allocation, the Owner of each Club Home Interest with a 3/40th or a 2/40th Allocation, as applicable, shall own an undivided 3/40th or 2/40th, as applicable, of the Common Elements and of the Common Surplus otherwise allocated to ownership of the Underlying Club Home, and shall also be responsible for 3/40th or 2/40th, as applicable, of the Common Expenses allocated to such Underlying Club Home.

¹ For example, of the sixteen (16) total Club Homes in Phase 1 of the Condominium, six (6) shall be two bedroom Club Homes and ten (10) shall be four bedroom Club Homes

$$100\% = 6X + 10[1.10518X] \text{ --- } 100\% = 17.0518X \text{ --- } 0.058645 = X \text{ --- } 0.064813 = 1.10518X$$

- Each two (2) bedroom Club Home shall have a percentage interest of 0.058645
- Each Club Home Interest in a two (2) bedroom Club Home having a 1/8th Allocation shall have a percentage interest of 0.007330625
- Each four (4) bedroom Club Home shall have a percentage interest of 0.064813
- Each Club Home Interest in a four (4) bedroom Club Home having a 1/8th Allocation shall have a percentage interest of 0.008101625

As additional phases and Club Homes are added to the Condominium, the respective percentage interests in the Common Elements and Common Surplus and share of the Common Expenses of the Condominium for Club Homes already declared into the Condominium for each of the respective Club Home Types will be adjusted accordingly as set forth above. The ratio of percentage interest of two (2) bedroom Club Homes to four (4) bedroom Club Homes shall remain at 1 : 10518

~~The Percentage Interest in the Common Elements for Club Homes that the Developer intends to keep outside of the Vacation Plan, if any, shall be determined in accordance with Chapter 718 at the time any such Club Homes are submitted into the Condominium.~~ With respect to the Non-Club Units, the Percentage Interest in the Common Elements, Condominium Common Expenses, and Common Surplus related solely to Condominium Common Expenses, shall be the same as the Percentage Interests of Club Homes having the same number of bedrooms as the Non-Club Units.



I hereby certify that the foregoing is a true copy
of the record in my office this day, Aug 18, 2014.
Sharon R. Bock, Clerk Circuit Court, Palm Beach County, Florida
BY Sharon R. Bock Deputy Clerk