

Division of Corporations

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
THE GROVE RESORT AND SPA HOTEL CONDOMINIUM I  
ASSOCIATION, INC.**

Certificate of Status	1
Certified Copy	1
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**CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION  
OF  
THE GROVE RESORT AND SPA HOTEL CONDOMINIUM I ASSOCIATION, INC.**  
(A Florida corporation not for profit)

Pursuant to Chapter 617.1006 of the Florida Not For  
Profit Corporation Act

GROVE RESORT AND SPA DEVELOPER I, LLC, a Delaware limited liability company  
("Declarant"), does hereby certify as follows:

1. The Association was originally incorporated on July 15, 2016, Document Number  
N16000006951, under Chapter 617 of the laws of the State of Florida.

2. As of the date of this Certificate, the Declaration of Condominium of The Grove  
Resort and Spa Hotel Condominium I ("Declaration") has not yet been recorded in the Public  
Records, and no portion of the property or any of the units subject to the Declaration have been  
conveyed.

3. Declarant, as the owner of all the units, has a right to amend the Articles without  
requiring the consent of any other party to effect any change whatsoever, pursuant to Section 6.5 of  
the Declaration.

4. Declarant is desirous of amending the Articles to revise certain provisions to the reflect  
the current turnover provisions of Sections 718.301(1)(a) - (g), F.S., as required by Rule 61B-  
17.0012, F.A.C.

NOW, THEREFORE, the Articles are hereby amended as follows:

1. Article 6, Section 6.5, is hereby amended to read as follows:

6.5. Classes of Members. The Association shall have the following classes of  
voting membership:

1. "Class A Member" shall be Declarant, who shall be entitled to three (3)  
times the total number of votes of all the other Class Members, plus one. Class A  
membership shall cease and be converted to Class A, Class B, ~~and Class C,~~ and Class D, etc.  
membership, as the case may be, upon the earlier to occur of the following events (reciting  
the provisions of Sections 718.301(1)(a) - (g), F.S., as required by Rule 61B-17.0012,  
F.A.C.) ("Turnover Date");

a. Three (3) months after the conveyance by Declarant of ninety percent  
(90%) of the Units intended to be operated by the Association, as evidenced by the recording  
of instruments of conveyance of such Units amongst the Public Records of the County; or

b. Three (3) years after the conveyance by Declarant of fifty percent  
(50%) of the Units intended to be operated by the Association, as evidenced by the  
recording of instruments of conveyance of such Units amongst the Public Records of the  
County; or

b. At such time as Declarant shall designate in writing to the Association.

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Declarant in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Declarant in the ordinary course of business;

(e) When Declarant files a petition seeking protection in bankruptcy;

(f) When a receiver for Declarant is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after appointment of the receiver that transfer of control would be detrimental to the Association or its Members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a Unit in the Condominium which is not accompanied by a recorded assignment of Declarant rights in favor of the grantee of such Unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, seven (7) years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than five-hundred (500) units, and 2 percent (2%), in condominiums with more than five-hundred (500) units, of the units in a condominium operated by the association. After the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

On the Turnover Date, Class A Members, Class B Members, ~~and Class C Members~~ **and Class D** Members, etc., including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

~~2. Notwithstanding the above Section 6.5(1), Declarant shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.~~

~~23.~~ "Class B Members" shall be the owners of Units in The Grove Resort and Spa Hotel Condominium I, a Condominium (hereinafter referred to as "The Grove Resort and Spa") with the exception of Declarant while Declarant is a Class A Member, each of whom shall be entitled to one (1) vote for each Unit owned.

~~34.~~ "Class C, **Class D**, etc. Members" shall be the Owners of Units in other condominiums that will be operated by the Association, with the exception of Class B Members, and Declarant while Declarant is a Class A Member, each of whom shall be entitled to one (1) vote for each Unit owned.

~~45.~~ The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Units, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of members, unless otherwise specifically set forth in the Condominium Documents.

~~56.~~ No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Unit.

~~67.~~ Any Member who conveys or loses title to a Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, *no longer be a member with respect to such Unit and shall lose all rights and privileges of a Member resulting from ownership of such Unit.*

(words ~~struck through~~ are deleted; words **bolded and double-underlined** are added)

IN WITNESS WHEREOF, this Certificate of Amendment has been executed by the Declarant this 11 day of November, 2016.

WITNESSES:

**GROVE RESORT AND SPA DEVELOPER**  
I, LLC, a Delaware limited liability company

By: The Grove Resort and Spa, LLC, a  
Delaware limited liability company, its  
sole member

By: Grande Palisades Holdings III, LLC, a  
Delaware limited liability company, its  
managing member

Print Name: Peggy Ficaro

Print Name: Michael Musante

Print Name: Peggy Ficano

Print Name: Michael Musante

By: Marc Porosoff  
MARC POROSSOFF, VICE PRESIDENT

By: JORDAN SOCARANSKY, VICE PRESIDENT

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF FAIRFIELD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by **Marc Porosoff and Jordan Socaransky**, Vice Presidents of **Grande Palisades Holdings III, LLC**, a Delaware limited liability company, the managing member of **The Grove Resort and Spa, LLC**, a Delaware limited liability company, the sole member of **GROVE RESORT AND SPA DEVELOPER I, LLC**, a Delaware limited liability company, freely and voluntarily under authority duly vested in them. Each is personally known to me.

(Notarial Seal)

Name: Noorun Marie Keegan  
Commission No.: 150566  
Notary Public, State of Connecticut

Noreen Marie Keegan  
Notary Public-Connecticut  
My Commission Expires  
January 31, 2018