

N 16000006952
Division of Corporations

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Florida Department of State
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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
THE GROVE RESORT AND SPA MASTER ASSOCIATION,
INC.**

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

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

THE GROVE RESORT AND SPA, LLC, a Delaware limited liability company, as successor by merger to GRS PROPERTY HOLDINGS, LLC, a Delaware limited liability company ("Declarant"), does hereby certify as follows:

1. The Association was originally incorporated on July 15, 2016, Document Number N16000006952, under Chapter 617 of the laws of the State of Florida.

2. As of the date of this Certificate, the Declaration of Master Covenants, Conditions, Restrictions and Easements for The Grove Resort and Spa ("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.

4. Declarant is desirous of amending the Articles to revise certain provisions to reflect the current turnover provisions, amend the percentage of total number of votes of the Members needed for a quorum, and to amend the maximum number of Directors to be elected by the Members subsequent to the Declarant's Resignation Event.

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

1. Article V, Section D., is hereby amended to read as follows:

D. The Association shall have two (2) classes of voting membership:

1. Class "A" Members shall be the Owners of Units in The Grove Resort and Spa, with the exception of Declarant while Declarant is a Class "B" Member, each of whom shall be entitled to one (1) vote for each Unit owned.

2. Class "B" Member shall be Declarant, who shall be entitled to three times the total number of votes of the Class "A" Members plus one (1). Class "B" membership shall cease and be converted to Class "A" membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ~~one hundred~~ninety percent (~~100~~90%) of the Total Developed Units (as defined below) by Declarant, as evidenced by the recording of instruments of conveyance of such Units amongst the Public Records of the County; or

(ii) ~~At such time as Declarant shall designate in writing to the Association.~~

(ii) upon the Class "B" Member abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents. There is a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the HOA Act for a period of more than two (2) years;

(iii) upon the Class "B" Member filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(iv) upon the Class "B" Member losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment;

(v) upon a receiver for the Class "B" Member being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members; or

(vi) when, in its discretion, the Class "B" Member so determines.

Notwithstanding the foregoing, Class "A" Members are entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Completed Units have been conveyed to Members other than Declarant.

On the Turnover Date, Class "A" Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

2. Article V, Section I, is hereby amended to read as follows:

I. A quorum shall consist of persons entitled to cast at least ~~ten~~twenty percent (~~40~~20%) of the total number of votes of the Members.

3. Article X, Section A., is hereby amended to read as follows:

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be an odd number of no more than ~~seven~~**five** (~~7~~**5**). The Board shall determine the number of Directors to comprise the Board from time to time. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses or shareholders, members, officers or directors of Members. There shall be only one (1) vote for each Director. When an entity owns multiple units it may have as many Directors on the Board as the number of Units it owns.

(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 17th day of November, 2016.

WITNESSES:

THE GROVE RESORT AND SPA, LLC,
a Delaware limited liability company, as
successor by merger to GRS PROPERTY
HOLDINGS, LLC, a Delaware limited liability
company

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

Peggy Ficano
Print Name: Peggy Ficano

Michael Musante
Print Name: Michael Musante

By: Marc Porosoff
MARC POROSOFF, VICE PRESIDENT

Peggy Ficano
Print Name: Peggy Ficano

Michael Musante
Print Name: Michael Musante

By: Jordan Socaransky
JORDAN SOCARANSKY, VICE PRESIDENT

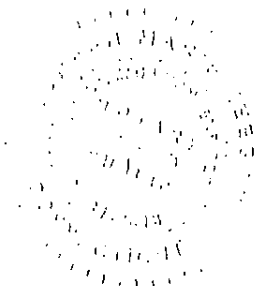
STATE OF CONNECTICUT)

) 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, freely and voluntarily under authority duly vested in them. Each is personally known to me.

(Notarial Seal)



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

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