

FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM
GRENELEFE TENNIS VILLAGE CONDOMINIUM

THIS AMENDMENT is made this ____ day of _____, 2024, by Grenelefe Association of Condominium Owners No. 1, Inc.

W I T N E S S E T H

WHEREAS, Grenelefe Tennis Village Condominium (hereinafter the “Condominium”) is a condominium located in Polk County, Florida; and

WHEREAS, the Property was made subject to a Declaration of Condominium (hereinafter the “Declaration”), which Declaration is recorded among the Public Records of Polk County, Florida, at Official Records Book 1953 Page 427; and

WHEREAS, pursuant to the Declaration, the Condominium is governed by Grenelefe Association of Condominium Owners No. 1, Inc.; and

WHEREAS, pursuant to Paragraph 13.2 of the Declaration, the Declaration may be amended upon the upon the proposal by the Board of Directors of Grenelefe Association of Condominium Owners No. 1, Inc., and approval of the amendment by 66 2/3% of the Board of Directors of Grenelefe Association of Condominium Owners No. 1, Inc., and 66 2/3% of the votes of the entire membership of Grenelefe Association of Condominium Owners No. 1, Inc.; and

WHEREAS, this Amendment was duly proposed and approved in accordance with the Declaration.

NOW, THEREFORE, the Declaration of Condominium Grenelefe Tennis Village Condominium, is and shall be amended as hereinafter set forth (additions are identified by underline, deletions are identified by ~~strike through~~ and portions remaining unchanged that are not reproduced here are identified by ellipses ***):

Section 1 of the Declaration is amended as follows:

1. Purpose: The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided for by Chapter 718, Florida Statutes, as may be amended from time to time, herein called the Condominium Act.

Section 2 of the Declaration is amended as follows:

2. Definitions. The terms used herein and in the By-laws shall have the meanings stated in the Condominium Act, Florida Statutes, Chapter 718, ~~as amended~~ as may be

amended from time to time, unless otherwise defined or unless the context otherwise requires:

Section 11.01 of the Declaration is created as follows:

11.01 Transfer of Units; Right of First Refusal:

- (a) In the event an apartment owner desires to sell his unit, the Association or qualified Eligible Unit Owners, as provided in subsection (b), below, shall have the option to purchase the unit from the apartment owner upon the same terms and conditions as are offered by the apartment owner to any bona fide third-party purchaser. The Association's Board of Directors are authorized to adopt or amend, from time to time, the policies, procedures, and rules governing the right of first refusal process. Any attempt to sell a unit without prior offer to the Association shall be deemed a breach of this declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser.
- (b) As a prerequisite to an apartment owner exercising his first right of refusal under this section 11.01, the apartment owner must express their intent in participating in the right of first refusal process by fulfilling the following:
 - a. Remit a one-time non-refundable fee of \$3,000.00 to the Association to cover all right of first refusal processing and handling fees and costs; and
 - b. Deposit \$15,000.00 into an escrow account, to be applied towards a future purchase through the right of first refusal process. This deposit shall be refundable, but if applied to the purchase price of a unit through the right of first refusal process, the apartment owner must deposit another \$15,000.00 into an escrow account to remain eligible to exercise his right of first refusal in the future.
- (c) Should an apartment owner wish to sell his unit, he shall, before accepting any offer to purchase his unit, (i) deliver to the Association's Board of Directors a written notice containing the terms of the offer he has received or which he wishes to accept, (ii) the name and address of the person(s) to whom the proposed sale is to be made, (iii) a copy of the bona fide offer, and (iv) such other information as may be required by the Association's Board of Directors. A bona fide offer shall be defined as an offer in writing containing all of the pertinent terms of the sale. The bona fide offer shall contain a provision that the offer is subject to the terms and conditions of the declaration, and that the prospective purchaser agrees to be bound thereunder. The date of receipt of the apartment owner's notice of intent to sell shall be considered the date the notice is received by the Secretary of the Association's Board of Directors.
- (d) Within five (5) days from the date of receipt of the apartment owner's notice of intent to sell, the Association shall mail to each apartment owner who has fulfilled the requirements in section 11.01(b) above (the "Eligible Unit

Owner”), at the mailing address they have registered with the Association, a copy of the bona fide offer, together with a written statement advising the Eligible Unit Owner when the Association must receive, in writing, an acceptance in order for the Eligible Unit Owner to exercise this prior right to purchase.

- (e) An Eligible Unit Owner who is delinquent in the payment of any monetary obligations to the Association, or who are otherwise in violation of the Association’s covenants and restrictions, may not participate in the purchase process.
- (f) An Eligible Unit Owner who wishes to exercise this right to purchase a unit shall notify the Secretary of the Association’s Board of Directors of such intent within ten (10) days from the date the notice was given to the Association as set forth in section 11.01(d), above. The notice to the Secretary of the Association’s Board of Directors shall be deemed effective as of the date the Secretary receives the required notice of intent. The Secretary of the Association’s Board of Directors shall notify the apartment owner who is selling his unit, in writing, of any acceptance within three (3) days after receipt by the Secretary of said acceptance. Any notices to the apartment owner who is selling his unit shall be sent to his mailing address that has been registered with the Association.
- (g) In the event there is acceptance by more than one (1) Eligible Unit Owner, preference shall first be given to the Eligible Unit Owner that owns a unit laterally adjacent to the unit for sale. Absent such location preference, priority shall be given to an Eligible Unit Owner who has not previously exercised his prior right to purchase, and thereafter, to the Eligible Unit Owner whose last time exercising his prior right to purchase was not exercised most recently.
- (h) Thereafter, the apartment owner who is selling his unit shall deal directly with the Eligible Unit Owner(s) wishing to make said purchase. In the event an Eligible Unit Owner does not purchase the unit for sale in accordance with this section 11.01, the Association shall have the right to purchase the unit being offered for sale.
- (i) To exercise the Association’s right to purchase, the Association’s Board of Directors shall hold a meeting to determine whether or not the unit being offered for sale shall be purchased by the Association. An affirmative vote of not less than 66 2/3% of the entire membership of the Board of Directors is required for the Association to purchase the respective unit being offered for sale.
- (j) In the event the Association duly accepts and agrees to purchase the unit being offered for sale, the Association, through its Secretary, shall notify the Seller no later than twenty (20) days after the Association received notice of the intended sale.
- (k) In the event there is no response or acceptance by an Eligible Unit Owner or the Association within the time provided for in this section 11.01, the apartment owner who is selling his unit may proceed with the sale with the prospective (non-owner) bona fide purchaser.
- (l) The provisions of this section 11.01 shall in no way be construed as affecting the rights of a prior institutional first mortgagee owning a recorded institutional first mortgage on a unit, and the pre-emptive rights hereinabove set forth shall

remain subordinate to any such prior institutional first mortgage. Further, the provisions of this section 11.01 shall not be applicable to purchasers at foreclosure or other judicial sales of institutional first mortgages, or to transfers to institutional first mortgagees.

- (m) The provisions of this section 11.01 shall not apply to a transfer by an individual apartment owner to his wife or husband, as the case may be.

Section 11.2 of the Declaration is amended as follows:

11.2 Approval by Association: The approval of the Association that is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) Notice to Association

- (i) Sale: An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the information provided for in Section 11.01(c), above. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser for the apartment if the proposed purchaser is not approved; and if such a demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. The Association may require a credit report and background check with any purchaser as a pre-condition prior to approval. Within 30 days after receipt of the required notice and all information requested, including any credit report or background check, the Association shall approve or disapprove the purchaser, provided the right of first refusal is not exercised. The Association may disapprove a proposed purchaser only for cause. Only the following may be deemed to constitute cause: (a) the person seeking approval has been convicted of a felony; (b) the person seeking approval has a record of financial irresponsibility; (c) the person seeking approval has a history of disruptive behavior; or (d) the person seeking approval has failed to provide the information or fees required to process the application in a timely manner, or provided false information during the application process.
- (ii) Lease: An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.
- (iii) Gift, devise or inheritance; other transfers: An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered shall give to the Association notice of the acquiring of his title, together with such information concerning the

apartment owners as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

- (iv) Failure to give notice: If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of approval

- (i) Sale: If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction, provided the right of first refusal is not exercised. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association which shall be recorded in the public records of Polk County, Florida, at the expense of the purchaser.
- (ii) Lease: If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Polk County, Florida, at the expense of the lessee.
- (iii) Gift, devise or inheritance; other transfers: If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association, which shall be recorded in the public records of Polk County, Florida, at the expense of the apartment owner.

- (c) Approval of corporate owner or purchaser: Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

WE HEREBY CERTIFY that we are the duly elected and acting President and Secretary of the Board of Directors of Grenelefe Association of Condominium Owners No. 1, Inc., and that on the ____ day of _____, 2024, the foregoing amendments to the Declaration of

Condominium Grenelefe Tennis Village Condominium, a Condominium, were approved according to the provisions of Chapter 718, *Florida Statutes*, and the Declaration of Condominium Grenelefe Tennis Village Condominium.

IN WITNESS WHEREOF, we the President and Secretary of the Board of Directors of Grenelefe Association of Condominium Owners No. 1, Inc., hereunto subscribe our names and affix the seal of Grenelefe Association of Condominium Owners No. 1, Inc.

Signed, sealed and delivered
in the presence of:

GRENELEFE ASSOCIATION OF
CONDOMINIUM OWNERS NO. 1, INC.

Print Name:

By:
President/Director

STATE OF FLORIDA,
COUNTY OF POLK

The foregoing instrument was sworn and acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2024, by _____, who is _____ personally known to me or has produced _____ (type of identification) as identification.

Notary Public (Signature)

Notary Public (Printed name)
Commission No.
Expires