

DECLARATION OF CONDOMINIUM OF
FAIRWAY VILLAS OF MILES GRANT,
SECTION ONE, A CONDOMINIUM
MARTIN COUNTY, FLORIDA

MADE this 23rd day of May, 1979, by SACHET, INC., a Florida Corporation, called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called The Condominium Act.

1.1. Name and address. The name by which this condominium is to be identified is FAIRWAY VILLAS OF MILES GRANT, SECTION ONE, a condominium and its address is S.E. Miles Grant Road, Stuart, Florida. It is hereafter called "the condominium".

1.2. The land. The lands owned, in fee simple, by Developer, which by this instrument are submitted to the condominium form of ownership, are the following-described lands lying in Martin County, Florida,

(See EXHIBIT "A")

which lands are called "the land".

2. DEFINITIONS

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (F.S. 718.103) and as follows unless the context otherwise requires:

2.1 Approval or consent. Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.

2.2. Association means FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., and its successors.

2.3. Bylaws means Bylaws of the Association and of the condominium.

2.4. Common elements means the portions of the condominium property not included in the units.

2.5. Common expenses include:

a. expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements, and of the portions of units to be maintained by the Association, of this condominium

and any other condominium governed by FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

b. expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of a unit owner, including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.

c. expenses declared common expenses by provisions of this Declaration or the Bylaws, including but not limited to losses from any revenue producing operations.

d. any valid charge against the condominium property as a whole.

2.6. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7. Condominium parcel means a unit together with the undivided share in the common elements that is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

2.8. Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

2.9. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.10. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

2.11. Association properties or property owned by the Association means real property which has been or will be deeded to the Association and the improvements thereon, including tangible personal property required for operation and maintenance thereof. This real estate is not submitted to condominium ownership and, therefore, is not a portion of the common elements of any condominium in FAIRWAY VILLAS OF MILES GRANT. As this Association property is deeded to the Association, such conveyance shall contain use restrictions setting forth the various units within the FAIRWAY VILLAS OF MILES GRANT which are entitled to use the Association property being so conveyed. The expenses for the operation and maintenance of the Association property shall be equitably apportioned by the Association to those condominium parcels or other parcels which are entitled to use the facilities, which shall include parcels within FAIRWAY VILLAS OF MILES GRANT, Section One and FAIRWAY VILLAS OF MILES GRANT, Section Two.

3. DEVELOPMENT PLAN

In the event some units are completed but the recording of the declaration must be delayed until completion of additional units, sales of the units first completed can be closed in escrow or the completed units can be leased to

purchasers or others until the recording of the declaration and closing of sales.

3. Development Plan. The condominium is described and established as follows:

3.1. Survey. A survey of the land showing the improvements on it is attached as Exhibit B and B-1 through B-7.

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications which are attached hereto as Exhibit C-1-2-3-4.

3.3. Amendment of plans.

a. Alteration of unit plans. The interior plan of a unit may be changed by its owner, except that no units may be subdivided. Boundary walls must be soundproof and must be equal in quality of design and construction to the existing boundary walls. Any changes in the boundaries of units shall be effected in accordance with plans prepared by an architect licensed to practice in this state, which plans shall be first filed with the Association. Any change that is made within a unit or in its boundaries shall also comply with the requirements of the section concerning Maintenance, Alteration and Improvement. The Developer reserves the right to make changes within units during construction of the building as long as those changes do not change the size of the units for which a contract of purchase has been signed, unless such change in size is approved by the purchaser affected by the change.

b. Amendment of declaration. A change in the boundaries between units shall be set forth in an amendment of this declaration. Plans of the units concerned showing the units after the change in boundaries and prepared by an architect licensed to practice in this state shall be attached to the amendment as exhibits, together with the certificate of an architect or engineer required by the Condominium Act. The amendment shall apportion between the units concerned the shares in the common elements appurtenant to those units, the apportionment to be in proportion to the totals of the floor areas of the units and one half of the patio and terrace areas of the units before and after the change in boundaries. Such an amendment shall be signed and acknowledged by the owners of the units concerned; and if Developer is not such an owner, the amendment also shall be approved by the board of directors of the Association and signed and acknowledged by the Association. Such an amendment also shall be signed and acknowledged by all lienors and mortgagees of the units concerned; but it need not be approved or signed by other unit owners, whether or not elsewhere required for an amendment.

3.4. Easements.

a. Utility easements are reserved through the Condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, these easements through a unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the owner. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements. These easements are more specifically described in that Declaration of Restrictions and Declaration and Grant of Easements attached

as Schedules "B & C" to that Warranty Deed from Westinghouse Electric Corporation to Sachet, Inc. which is recorded at OR Book 454, Page 1326 of the Public Records of Martin County, Florida.

b. An egress and ingress easement is hereby created in favor of all unit owners of FAIRWAY VILLAS OF MILES GRANT, their immediate families, guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passage ways and lanes as the same, from time to time, may exist upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as, from time to time, may be paved and intended for such purposes. These easements shall specifically provide access to Association properties for the benefit and enjoyment of all members of the Association.

3.5. Improvements - general description.

a. Villa units. The condominium includes nineteen (19) separate single family, single story villa units.

b. Other improvements. The condominium includes gardens and landscaping, walkways, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the common elements. The FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC. holds title to the swimming pool and bath house area, which is not a common element, but is available for use by each of its members.

3.6. Unit boundaries. Each unit, shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundaries - the plane of the interior surface of the roofing shingles above each unit.

(2) Lower boundaries - the plane of the undecorated finished floor slab, including the floor slab of a balcony, patio or terrace.

b. Perimetrical boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls:

a. Where there is an exterior wall (which is a wall located on the perimeter of the unit which is not a common, party wall with any other unit), the vertical plane of the undecorated, unfinished, outside surface of such wall;

b. Where there is an apperture for windows and doors, in any perimetrical boundary, said boundary shall be extended to all such places, at right angles to the dimensions of such apperture, so that the perimetrical boundary at such places shall be coincident with exterior, undecorated, unfinished surface of such apperture, including the framework thereto;

c. Where a patio, terrace, porch or other

portion of the building or any fixture attached to the building serves only the unit being bounded, the perimetrical boundary shall vary with the exterior, undecorated, unfinished surface of any such structure extended in a vertical plane, where necessary, to the upper or lower boundary.

d. Exterior walls made of glass or glass fixed to metal framing, exterior windows and metal frames, exterior glass sliding doors, metal frames, metal casings and screening shall be included within the unit and shall not be deemed a common element.

(2) Interior building walls the interior partitions with a unit are part of said unit.

3.7. Air-Conditioning. Notwithstanding any of the provisions of paragraph 3.6. to the contrary, the airconditioning compressors located on or near any villa unit and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual villa unit shall be deemed owned by the unit owners and are not a part of the common elements.

3.8. Common elements. The common elements include the land and all other parts of the condominium not within the units or the Association properties.

4. THE UNITS

4. The units. The units of the condominium are single family villas and are described more particularly in the rights and obligations of their owners established as follows:

4.1. Typical unit plans. There is one typical unit floor plan which plan is reversed in some of the units. These villa units are shown in detail on Exhibit B.

4.2. Unit numbers. Each unit is identified by a separate number beginning with Villa 19 through Villa 38, as more particularly shown on Exhibit B.

4.3. Appurtenances to units. The owner of each unit shall own a share in certain interests in the condominium property, which share and interest are appurtenant to his unit, including but not limited to the following items that are appurtenant to several units as indicated:

a. Ownership of common elements and common surplus. The undivided share in the land and other common elements and in the common surplus that are appurtenant to each villa is as follows:

An undivided 1/19 share

19 villas x 1/19 = 100%

b. Use of common elements. Use of the common elements in common with other unit owners in the manner elsewhere described, subject to those easements set out herein.

c. Association membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

4.4. Liability for common expenses. Each unit

owner shall be liable for a proportionate share of the common expenses attributable to this condominium, that share being the same as the undivided share in the common elements appurtenant to his unit. The Association shall administer and operate other condominiums in the FAIRWAY VILLAS OF MILES GRANT. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to the condominium, and which are to be apportioned amongst more than one condominium, or to other parcels, as well as the basis of such apportionment, and in all events the Association's determination as to such attributions shall be conclusive and binding, and all costs and expenses attributed to the condominium, whether in their entirety or as an apportionment of an expense shared by more than one condominium, shall constitute common expenses of the condominium.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT

5.1. Units.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a unit, except interior surfaces, contributing to the support of the villa building, which portions shall include but not be limited to load-bearing columns, load-bearing walls and the roof.

b. By the unit owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building. Porches that are not closed against the weather shall be included in this restriction, except upon written approval of the Association otherwise.

(4) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

(5) The Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

c. Alteration and improvement. Except as elsewhere provided, neither a unit owner nor the Association

shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the buildings, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the buildings, the change in appearance shall be approved also by the owners of 75% of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

19 people

5.2. Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the cost shall be a common expense. The Association also shall maintain all property held by it for recreational or other purposes whether they are contiguous to the condominium property or not, and whether the Association operates more than one condominium or not.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

c. Submission of land to condominium. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Martin County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

d. Disposition of land. Any land acquired

by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75% of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

e. Disposition of personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. ASSESSMENTS

6. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. Share of common expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by him. Provided, however, that if services are made available to unit owners from a revenue-producing operation, such as but not limited to the operation of a restaurant or bar, no assessment on account of those services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a unit owned by such an institution for services voluntarily accepted by the occupant. Additionally, the share of common expenses or assessments by the association pertaining to the condominium parcel which became due prior to the acquisition of title by a bank, life insurance company or savings and loan association as a result of foreclosure or a deed given in lieu of foreclosure on a first mortgage, shall not be assessed against such institution, unless the share is secured by a claim of lien for such assessment recorded prior to the recording of the foreclosed mortgage. The shares of any cost or loss not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other.

6.2. Interest; application of payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of ten per cent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

6.3. Lien for assessments. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

7. ASSOCIATION

7. Association. The operation of the condominium

shall be by the FAIRWAY VILLAS of MILES GRANT ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit D.

7.2. The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached as Exhibit E.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Roster of unit owners and mortgagees.

a. Owners of units. The Association shall maintain a roster of names and mailing addresses of unit owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each unit owner shall furnish to the Association a certified copy of the record evidence of his title, which evidence shall entitle the unit owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required.

b. Mortgagees. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. This notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

7.5. Restraint upon assignment of shares in assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

7.6. Approval or disapproval of matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. INSURANCE

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1. Purchase; named insured; custody and payment of policies.

a. Purchase. All insurance policies upon the condominium property shall be purchased by the Association

and shall be issued by an insurance company authorized to do business in Florida.

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b. Approval. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company that, according to the roster of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within that ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

c. Named insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

d. Custody of policies and payment of proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

e. Copies to mortgagees. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee included in the mortgagee roster who holds mortgages upon units covered by the policy. The copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

DI — 8.2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvement. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the board of directors of the Association. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee

D71A2 liability, if any, of the Association to unit owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

b. Public liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the board of directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall

be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Unit owners an undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

b. Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit and this is deposited with the Insurance Trustee, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee.

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

8.6. Association as agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7. Benefit of mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

9. Reconstruction and repair after casualty.

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9.1. Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser damage. If units to which 50% of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

b. Major damage. If units to which more than 50% of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall

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give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all unit owners as a common expense.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed and repaired.

9.2. Report of damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

a. Date and cause of damage.

b. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

c. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

d. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

e. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

f. The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

9.3. Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, alteration and improvement."

9.4. Plans and specifications. Any reconstruction

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and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all units the plans for which are to be altered.

9.5. Assessments; determination of sufficiency of funds.

a. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

b. Determination of sufficiency of funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$10,000., the sufficiency for funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

9.6. Disbursement of funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

a. Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made for payments.

b. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgages being made payable jointly to them.

c. Reconstruction and repair of damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - damages of

\$10,000 or less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

(2) By Association - damage of more than \$10,000. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By unit owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

d. Reliance upon certificates. Notwithstanding the provisions of this declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary stating:

(1) Whether the damaged property will be reconstructed and repaired or the condominium terminated.

(2) Whether or not payments upon assessments against unit owners shall be deposited with the Insurance Trustee.

(3) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(4) The names of unit owners to

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receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

e. Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

(1) When the report of damage shows that the damaged property includes structural parts of a building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

9.7. Benefit of mortgagees. Certain provisions in this section entitled "Reconstruction or Repair after Casualty" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

10. Condemnation.

10.1. Deposit of awards with Insurance Trustee. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the board of directors of the Association a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

10.2. Determination whether to continue condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

10.3. Disbursement of funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards

and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

10.4. Unit reduced but tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. Restoration of unit. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

b. Distribution of surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

c. Adjustment of shares in common elements. If the floor area of the unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

10.5. Unit made untenable. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. Payment of award. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

b. Addition to common elements. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the board of directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

c. Adjustment of shares in common elements. The shares in the common elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

d. Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining

portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

e. Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

10.6. Taking of common elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the board of directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a unit, the distribution shall be paid jointly to the owner and mortgagees of the unit.

10.7. Amendment of declaration. The changes in units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the declaration of condominium that need be approved only by a majority of all directors of the Association.

11. USE RESTRICTIONS

11. Use restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the buildings in useful condition exist upon the land.

11.1. Units. Each of the units, shall be occupied only by one family, its servants and guests, as a residence and for no other purpose.

11.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants.

11.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferences with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be

kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

11.4. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

DI 11.5. Leasing. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented, and no transient tenants may be accommodated.

11.6. Regulations. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

11.7. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sale of all of the units of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11.8. Special Restrictions.

a. Antennas. No outside antennas, poles, masts, electronic devices or towers shall be permitted, unless approved in writing by the Association.

b. Garbage containers and gas tanks. All garbage and trash containers, oil tanks and bottled gas tanks must be underground or placed in walled in areas, so that they shall not be visible from any street adjacent property.

c. Clothes drying area. No outdoor clothes drying area shall be allowed unless approved in writing by the Association.

d. Signs. No signs shall be erected or displayed on the property, or on any structure, unless the placement and character, form, size and time of placement of such sign be first approved in writing by the Association.

e. Trucks, Mobile Homes, Boats, Campers and

Trailers. No truck or commercial vehicle of any kind shall be permitted to be parked on the property at any time for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of the buildings on the property. No truck or commercial vehicle of any kind shall be parked on the property overnight, and no boats, boat trailers or trailers of any kind, or campers or mobile homes shall be permitted to park on or near the property at any time, unless kept fully enclosed inside a building. None of the aforementioned shall be used as a domicile, or residence, either permanent or temporary.

12. MAINTENANCE OF COMMUNITY INTERESTS

12. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the buildings in useful condition exist upon the land, which provisions each unit owner covenants to observe:

12.1. Transfers subject to approval.

a. Sale. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.

b. Lease. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease without approval of the Association except to the owner of another unit.

c. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

d. Devise or inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

e. Other transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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

a. Notice to Association.

(1) Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if that

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demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A unit owner intending to make a bona fide lease of a unit or any interest in it shall give to the Association notice of that 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.

(3) Gift; devise or inheritance; other transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

(4) 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 a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed \$50, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of the 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. The certificate shall be recorded in the public records of Martin County, Florida at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of the 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 Martin County, Florida at the expense of the lessee.

(3) Gift; devise or inheritance; other transfers. If the notice is of an intended gift or

the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within 30 days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferree's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the public records of Martin County, Florida at the expense of the unit owner.

c. Approval of corporate owner or purchaser. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

12.3. Disapproval by the Association. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be treated in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within 30 days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchasers upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash, or upon terms approved by the seller.

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Martin County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a

certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Martin County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made.

c. Gifts; devise or inheritance; other transfer. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within ten days following the determination of the sale price.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Martin County, Florida, at the expense of the purchaser.

(5) If the association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Martin County, Florida, at the expense of the unit owner.

12.4. Mortgage. No unit owner may mortgage a unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5. Exceptions. The foregoing provisions of

the section entitled "Maintenance of Community Interests" shall not apply to:

a. a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

b. a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title;

c. a transfer to a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale;

d. a mortgage or transfer to or a purchase or other acquisition by Developer, nor to a lease, mortgage sale or other transfer by Developer.

12.6. Unauthorized transactions. Any sale, mortgage lease or assignment of lease that is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

13. COMPLIANCE AND DEFAULT

13. Compliance and default. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the Bylaws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

13.1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessors, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

13.2. Costs and attorney's fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

13.3. No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter

14. Amendments. Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

14.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by

a. not less than 2/3 rds of the entire membership of the board of directors and by not less than 2/3 rds of the votes of the entire membership of the Association; or

b. not less than 70% of the votes of the entire membership or the Association; or

c. not less than 50% of the entire membership of the board of directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modification in the shares are being made also shall approve the amendment.

(2) To change the boundaries between units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the units concerned.

(3) To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or mortgagees of condominium property.

14.3. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment. Neither shall an amendment make any change in the sections entitled "Insurance", "Reconstruction or repair after casualty" and "Condemnation" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

14.4. Execution and recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed.

The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Martin County, Florida. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall execute the certificate.

15. TERMINATION

15. Termination. The condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act:

15.1. Destruction. If it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

15.2. Agreement. The condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units.

15.3. Approval and options to purchase. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than 75% of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than 30 days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the 60th day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. Exercise of option. The option shall be exercised in the following manner:

(1) A party desiring to exercise the option shall execute and deliver to the Association two counterparts of an agreement in a form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one offer is made for the purchase of the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and the termination of the condominium.

(2) The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.

(3) The exercise of the option shall be evidenced by the certificate of the Association

executed by its president and secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers and the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail return receipt requested to each record owner of the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.

b. Price. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. Payment. The purchase price shall be paid in cash or upon terms approved by the seller and the Association.

d. Closing. The sale shall be closed within ten days following the determination of the sale price, or within 60 days after the exercise of the option, whichever shall last occur.

e. Termination. The closing of the purchase of all of the units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

f. Failure to purchase. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.

15.4. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Martin County, Florida.

15.5. Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon

the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

15.6. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

16. ASSOCIATION PROPERTIES

16. Association properties. It is contemplated that the Developer shall construct a swimming pool and other facilities for the use of the members of this and other condominiums or parcels, and that the Association will accept a deed for the ownership of these facilities. The Association shall operate and maintain these Association properties, and the expenses thereof shall be equitably apportioned by the Association to those condominiums or other parcels, the owners of which are entitled to use the facilities. As to this condominium, the pro rata share of expenses shall be a common expense and shared by the individual unit owners in accordance with their percentage share of ownership in the common elements.

17. DEVELOPER'S RIGHT TO USE FACILITIES


17. Developer's right to use facilities. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to use and occupy any unsold unit and the common elements for the purpose of a sales office, or for any other purpose until the developer has conveyed the last unit in FAIRWAY VILLAS of MILES GRANT.


18. SEVERABILITY AND CONCLUSION

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws and Regulations of the Association, shall not affect the validity of the remaining portions.

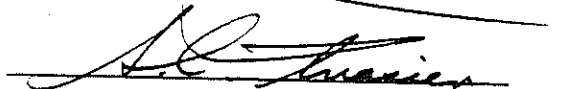
IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

SACHET, INC. a Florida
Corporation


By: CHESTER W. COOK, JR.
President

Attest: 
SALLY ANN COOK
Secretary

Signed, sealed and delivered
in the presence of:


Cynthia M. Buscille

O R
BOOK 471 PAGE 1480

STATE OF FLORIDA)

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 23rd day of May, 1979, by CHESTER W. COOK, JR. and SALLY ANN COOK, President and Secretary, respectively, of SACHET, INC., a Florida corporation, on behalf of the corporation.

(Notary Seal)


Notary Public

My Commission Expires: September 25, 1981

CONSENT OF MORTGAGEE

WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation,
authorized to do business in the State of Florida, herein called the
Mortgagee, the owner and holder of a mortgage upon the following lands in
Martin County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE
A PART HEREOF.

which mortgage is dated October 11, 1978, and is recorded in O. R. Book
454, page 1376, public records of Martin County, Florida, consents to the
foregoing Declaration of Condominium.

FAIRWAY VILLAS OF MILES GRANT, SECTION ONE,
a condominium, according to the Declaration
of Condominium.

IN WITNESS WHEREOF, the said Westinghouse Electric Corporation
has caused these presents to be executed in its name, by its proper
officer thereunto duly authorized, this 25th day of May A.D. 1979.

Signed, sealed and delivered in
the presence of:

EC Hauer
WR Jackson

WESTINGHOUSE ELECTRIC CORPORATION

By AA Favero
A. A. FAVERO, Attorney-in-Fact
Pursuant to a Power of Attorney
recorded April 18, 1979 in O. R.
Book 468, page 1632, in the Public
Records of Martin County, Florida.

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized
in the State and County aforesaid to take acknowledgements, personally
appeared A. A. FAVERO
well known to me to be the Attorney-in-Fact of the corporation described
in the foregoing instrument, and that he acknowledged executing the same
in the presence of two subscribing witnesses freely and voluntarily under
authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid
this 25th day of May A.D. 1979.

Notary Public, State of Florida at Large
My Commission Expires Feb. 9, 1981
Bonded By American Fire & Casualty Company

Ruth G. Sabatino
Notary Public

This Instrument prepared by: T. G. Wright
Address

3300 University Drive
Coral Springs, FL 33065

EXHIBIT "A"

A portion of Lot 16, Hanson Grant, Commissioners Subdivision, as recorded in Plat Book "B", page 59 of the public records of Dade County, Florida, which land lies North of Cove Road East and East of U.S. Highway A1A in Martin County, Florida. The property is more particularly described as follows:

Commence at the intersection of the Northerly right-of-way line of Cove Road East and the East boundary of William Lukert Tract as recorded in Deed Book 114, page 228, of the public records of Palm Beach County, Florida; thence North $66^{\circ}22'51''$ East, along the said North right-of-way line of Cove Road East, 239.67 feet; thence North $23^{\circ}37'09''$ West, 45.00 feet to the Point of Beginning; thence North $68^{\circ}06'24''$ West, 280.55 feet; thence North $24^{\circ}04'15''$ West 230.89 feet; thence North $65^{\circ}55'45''$ East, 135.00 feet; thence North $48^{\circ}32'44''$ East, 236.58 feet; thence North $64^{\circ}09'56''$ East, 138.00 feet; thence South $25^{\circ}50'04''$ East, 155.00 feet; thence South $03^{\circ}31'32''$ West, 192.25 feet; thence South $43^{\circ}53'06''$ East, 121.74 feet; thence South $23^{\circ}37'09''$ East, 21.73 feet; thence North $66^{\circ}22'51''$ East, 39.90 feet; thence South $23^{\circ}37'09''$ East, 35.00 feet to point on the arc of a radially tangent curve; thence Southerly along the arc of said curve being concave to the East and having a radius of 13.00 feet, a delta of 90° , an arc distance of 20.42 feet; thence South $66^{\circ}22'51''$ West, 189.57 feet; thence North $23^{\circ}37'09''$ West, 42.58 feet; thence South $66^{\circ}22'51''$ West, 20.00 feet; thence South $23^{\circ}37'09''$ East, 42.58 feet; thence South $66^{\circ}22'51''$ West, 77.46 feet to the Point of Beginning. Said lands lying in Martin County, Florida.

JOINDER OF MORTGAGEE

FIRST NATIONAL BANK & TRUST COMPANY OF STUART, a national banking association, herein called the Mortgagee, the owner and holder of a mortgage upon the following lands in Martin County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. which mortgage is dated November 17, 1978, and is recorded in O.R. Book 457, Page 381, of the public records of Martin County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the following-described property in Martin County, Florida:

All of the units of FAIRWAY VILLAS OF MILES GRANT, SECTION ONE, a condominium, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the units, including but not limited to all of the undivided shares of the common elements.

(Corp. Seal)

FIRST NATIONAL BANK & TRUST
COMPANY OF STUART

By:

Sharon K. Welker
SHARON K. WELKER
Vice President

Attest:

James C. Anthony III
JAMES C. ANTHONY, III
Vice-Pres. & Cashier

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 25 day of May, 1979 by SHARON K. WELKER the Vice President and JAMES C. ANTHONY, III, the Vice President and Cashier of the FIRST NATIONAL BANK & TRUST COMPANY OF STUART.

(Notary Seal)

Shirley Kainkopf
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION
FAIRWAY VILLAS OF MILES GRANT, SECTION ONE
A CONDOMINIUM

A portion of Lot 16, Hanson Grant, Commissioners Subdivision, as recorded in Plat Book "B", page 59, of the public records of Dade County, Florida, which land lies North of Cove Road East and East of U. S. Highway 1A in Martin County, Florida. The property is more particularly described as follows:

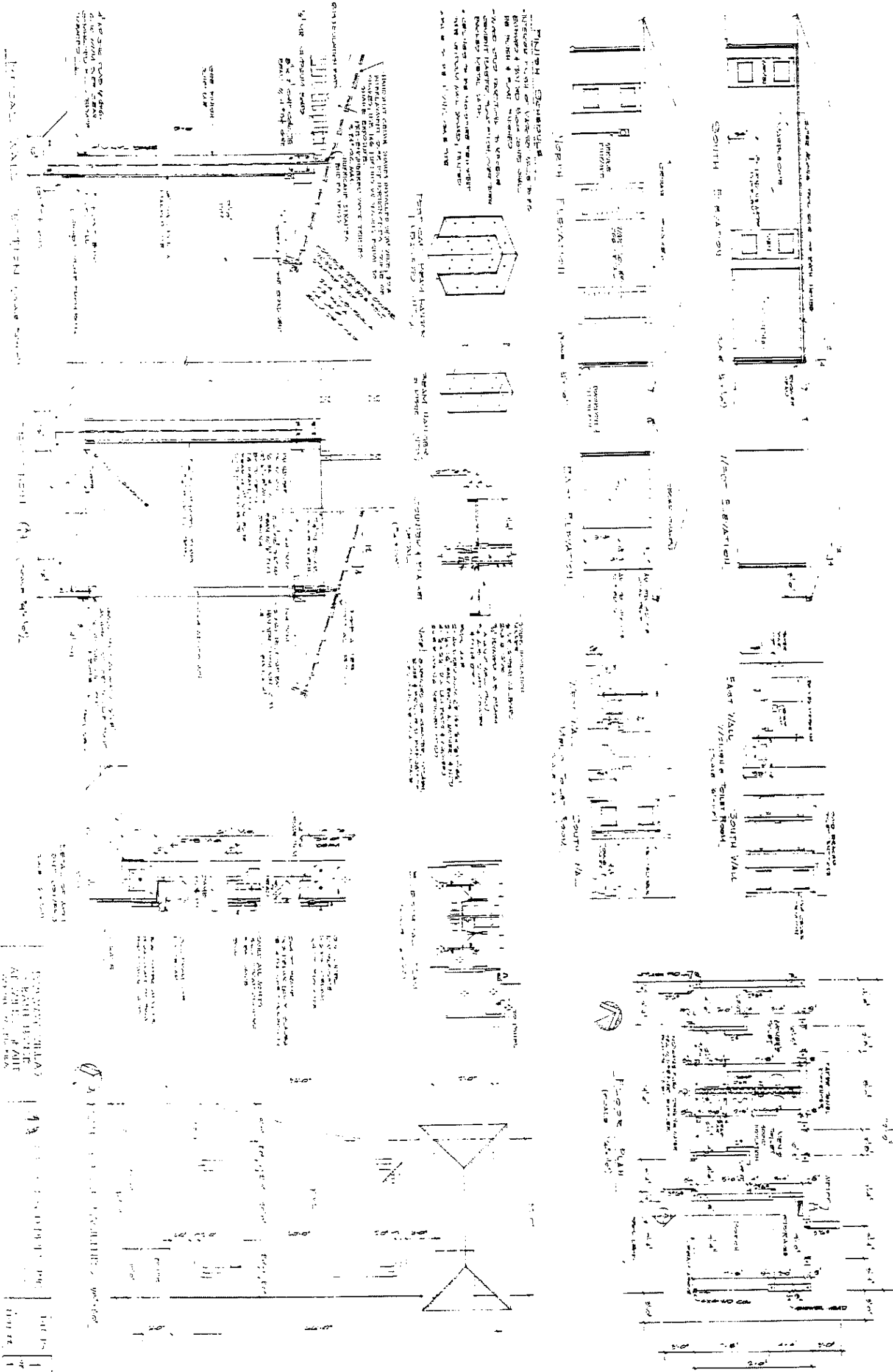
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EXHIBIT A

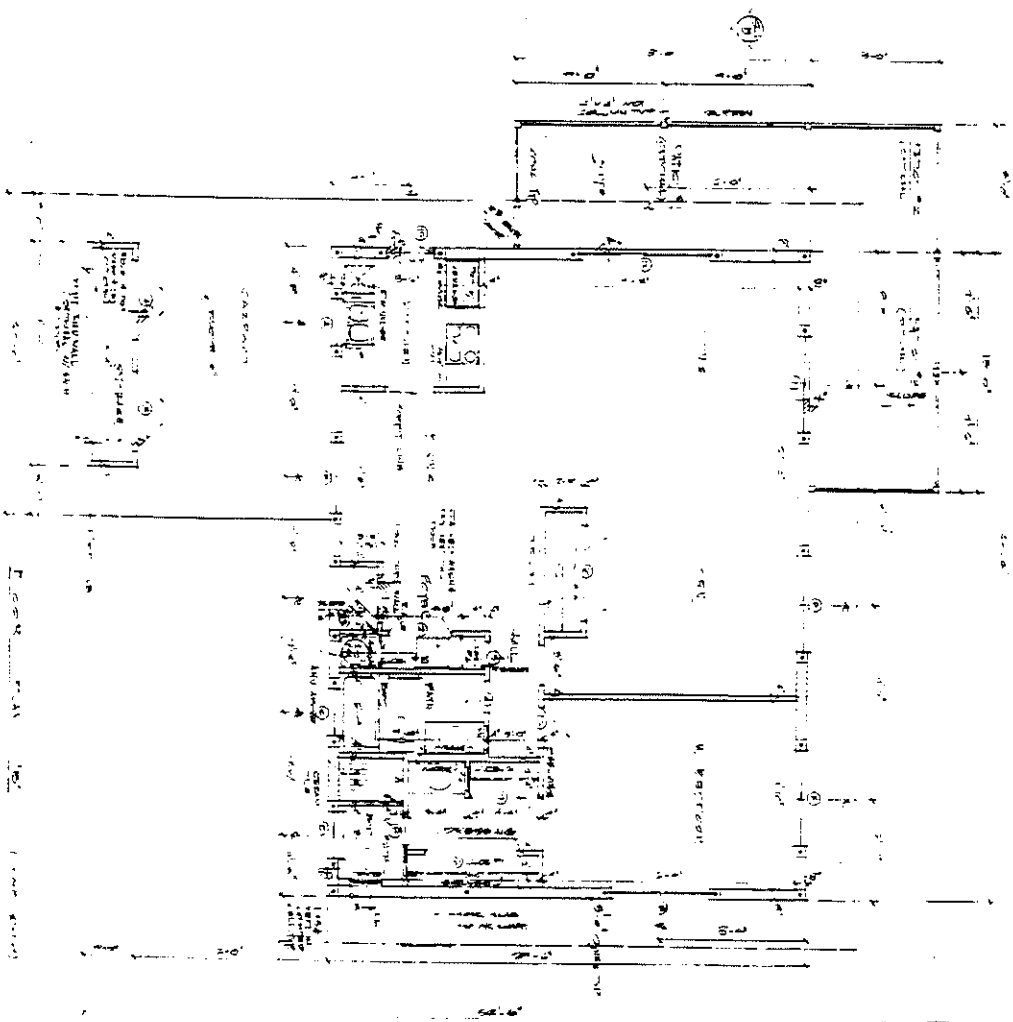
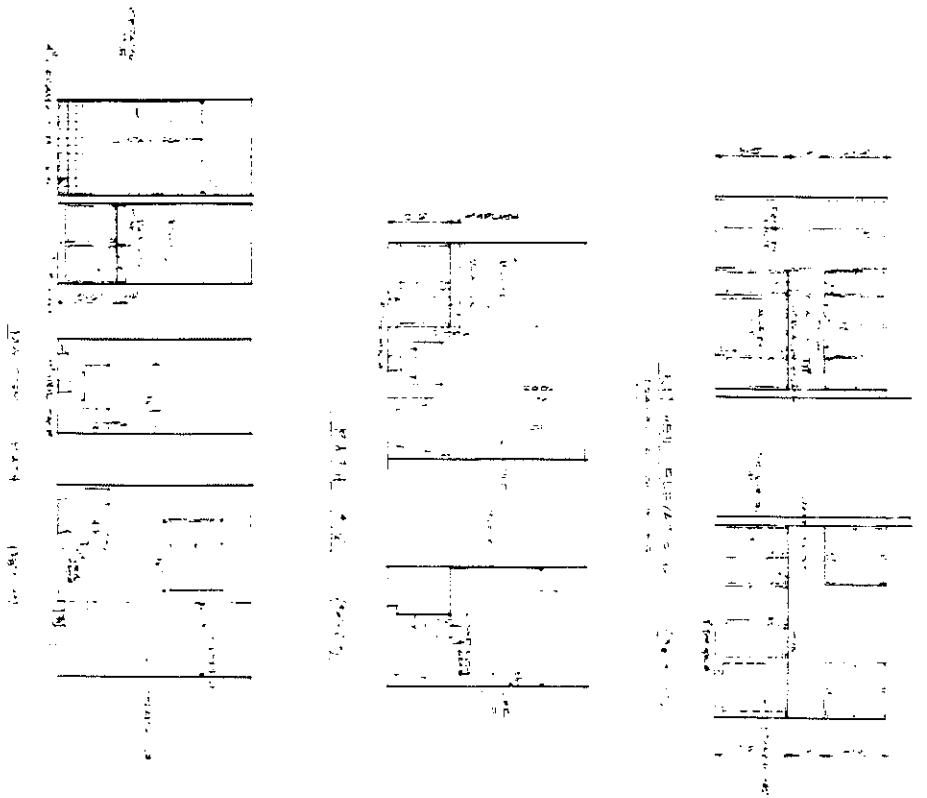
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A CONDOMINIUM

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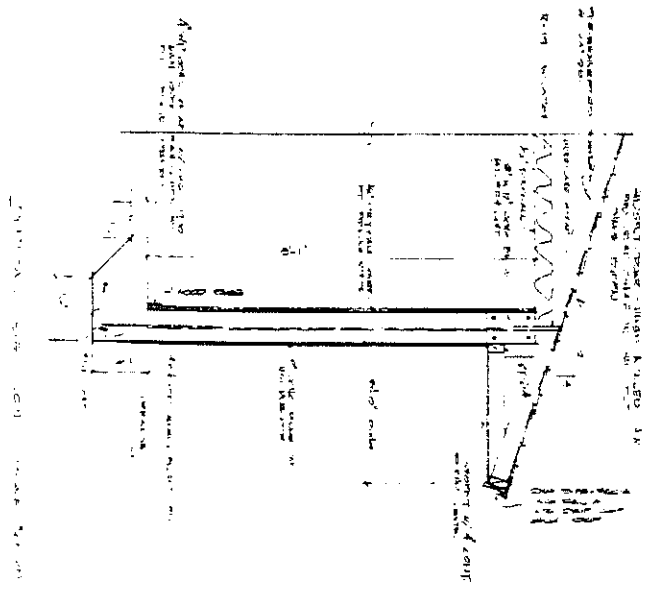
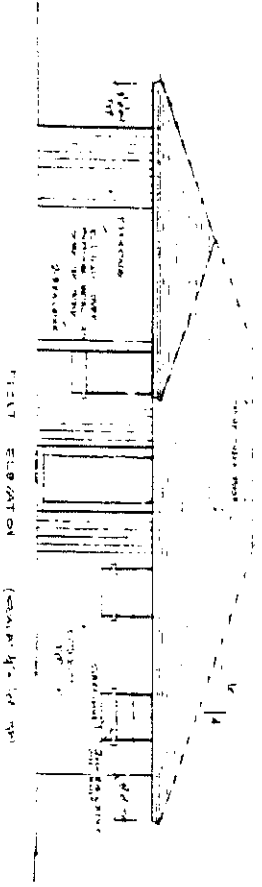
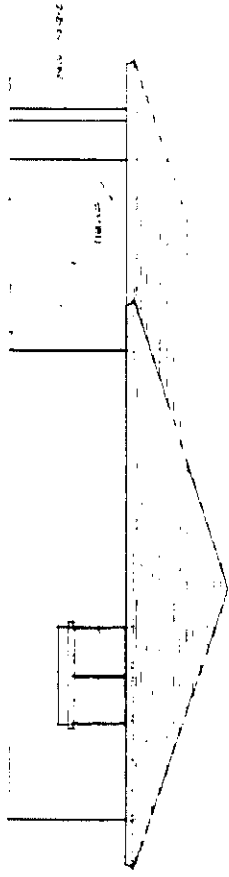
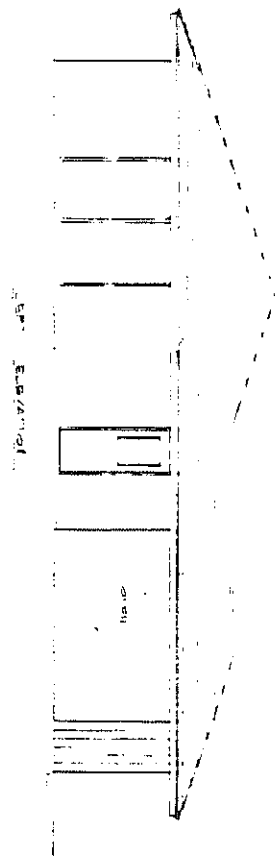
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This floor plan illustrates the living room with open attached den option which is available at purchaser's request.



1. NAME	2. ADDRESS	3. CITY	4. STATE	5. ZIP
6. PHONE	7. FAX	8. E-MAIL	9. WEBSITE	10. OTHER
11. I AM INTERESTED IN: <input type="checkbox"/> SINGLE-FAMILY <input type="checkbox"/> CONDO/TOWNHOME <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> OTHER				
12. I AM CURRENTLY: <input type="checkbox"/> HOMEOWNER <input type="checkbox"/> RENTER <input type="checkbox"/> INVESTOR <input type="checkbox"/> OTHER				
13. I AM CURRENTLY: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> OTHER				
14. I AM CURRENTLY: <input type="checkbox"/> EMPLOYED <input type="checkbox"/> UNEMPLOYED <input type="checkbox"/> RETIRED <input type="checkbox"/> OTHER				
15. I AM CURRENTLY: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> OTHER				
16. I AM CURRENTLY: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> OTHER				
17. I AM CURRENTLY: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> OTHER				
18. I AM CURRENTLY: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> OTHER				
19. I AM CURRENTLY: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> OTHER				
20. I AM CURRENTLY: <input type="checkbox"/> SINGLE <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED <input type="checkbox"/> OTHER				



INSTR # 2142472
OR BK 02386 PG 0787
Pgs 0787 - 795: (9pgs)
RECORDED 04/21/2009 04:18:44 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY T Copus (asst mgr)

Record and Return to:
Jane L. Cornett
Cornett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

=====THIS SPACE FOR RECORDER'S USE=====

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM
FAIRWAY VILLAS OF MILES GRANT,
SECTION ONE, SECTION TWO A AND SECTION TWO B**

The Declarations of Condominium for Fairway Villas of Miles Grant were recorded in the Public Records of Martin County, Florida, at Official Records Book 471, Page 1453 et.seq. (Section One), and Official Records Book 485, Page 1394 et.seq. (Section Two A), and Official Records Book 493, Page 1682 et.seq., and re-recorded at Official Records Book 494, Page 1226 et.seq. (Section Two B). The same Declarations of Condominium are hereby amended as approved by the members at the annual meeting held on March 4, 2009 and by mortgagees as required.

1. Article 8, Sections 8.1, 8.2 and 8.4 are hereby amended as follows:

8. INSURANCE

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1 Purchase; named insured; custody and payment of policies.

a. Purchase. All insurance policies, except for casualty policies per 718.111(11)(e) and Article 8.2 of this Declaration, upon the condominium property except for the insurance on the individual free standing buildings, as provided in Article 8.2(a), shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida. Pursuant to Florida Statute 718.111(11)(g)(2), each condominium unit owner is required to have certain kinds of insurance coverage provided by a licensed insurance company (self-insurance is not permitted) and each owner is required to provide evidence of that coverage to the association at least once each year. The amount of coverage shall be for the full replacement value of the villa.

b. Named insured. In policies held by individual owners as required in 8.1.a., the named insured shall be the unit owner. The insurance policy must also include the association as a named insured. For all other policies, the named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. In addition to insure coverage for the structure as

required in 8.1.a., unit owners must obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

c. Copies of mortgagees. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to any mortgagee upon request.

D2 → 8.2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured by each unit owner for full replacement value except for a deductible not to exceed five percent (5%) of the full value of the unit. Full replacement value shall be determined by the board of directors through an insurance appraisal, updated at least every three (3) years. The cost of the appraisals shall be a common expense. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief.

All portions of the individual free standing building shall be insured by each unit owner as well as the following: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, and inside paint and other inside wall finishes.

(3) Each owner shall provide to the Association annually a copy of a certificate of insurance showing the coverage required by section 8. and including the Association as an additional named insured. Should an owner fail to provide proof of such insurance, the Association may compel unit owner compliance through any applicable legal process (arbitration per FS 718 or the courts) or may purchase such insurance and charge the owner. Should an owner fail to pay when charged, the cost of insurance will be an assessment and lien against the unit as provided in FS 718.116 and section 6.3 of this Declaration.

When appropriate and possible, the policies shall waive the insurer's right to:

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

b. Public liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the board of directors shall determine from time to time to be desirable.

(Section 8.3 is unchanged.)

8.4 Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association in trust for the unit owners.

(Sections 8.5, 8.6 and 8.7 are unchanged.)

2. Article 9, Sections 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6 are hereby amended as follows:

9.1 Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser damage. If units to which 50% of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

b. Major damage. If units to which more than 50% of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty,

the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all unit owners as a common expense.

9.2 Report of damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Association on account of the damage, a report of the damage shall be prepared by the Association. The report shall include the following information:

a. Date and cause of damage.

b. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

c. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

d. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

e. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

9.3 Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, alteration and improvement." Costs of such repairs shall be paid by the owner of the damaged unit.

9.4 Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits' or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all units the plans for which are to be altered.

9.5 Assessments; determination of sufficiency of funds.

a. Assessments. All costs of repair of a unit shall be the expense of the owner of the damaged unit. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

b. Determination of sufficiency of funds. The sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association.

9.6 Disbursement of funds. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order;

a. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgages being made payable jointly to them.

b. Reconstruction and repair of damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed by the Association.

(1) The funds shall be disbursed in payment of repair costs in the manner required by the board of directors of the Association.

(2) Surplus. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to all owners.

c. Proviso. Provided, however, that under the following circumstances the approval of an architect shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

(1) When the report of damage shows that the damaged property includes structural parts of a building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$1,000,000.00.

(Section 9.7 is unchanged.)

3. Article 11.5 is hereby amended as follows:

11.5 Leasing. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented, and no transient tenants may be accommodated. The rental period for any unit shall be a minimum of three (3) months and limited to one rental per fiscal year (July to June).

4. The foregoing amendments to the Declarations of Condominium were adopted by the members and mortgagees by a vote sufficient for approval.

3. All provisions of the Declarations of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 16 day of April, 2009.

WITNESSES:

Nancy Ben
Witness #1 Signature

NANCY BEN
Witness #1 Printed Name

Carmen Y. Navy
Witness #2 Signature

Carmen Y. Navy
Witness #2 Printed Name

Nancy Ben
Witness #1 Signature

Nancy BEN
Witness #1 Printed Name

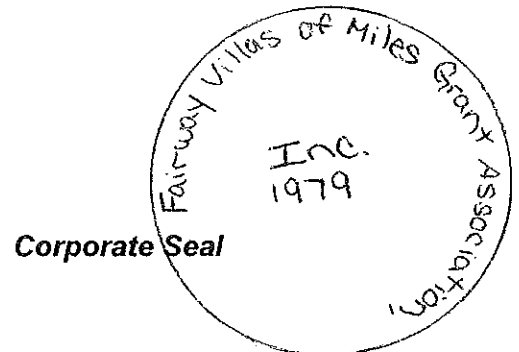
Carmen Y. Navy
Witness #2 Signature

Carmen Y. Navy
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Susan Koester
Susan Koester, President

By: Sylvia Tobin
Sylvia Tobin, Secretary



STATE OF FLORIDA
COUNTY OF MILAN

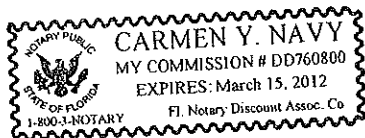
The foregoing instrument was acknowledged before me this 16 day of April, 2009 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc., [✓] who is personally known to me or [] who has produced identification [Type of Identification: _____].



Carmen Y. Navy
Notary Public

STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 16 day of April, 2009 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [x] who is personally known to me or [] who has produced identification [Type of Identification: _____].



Notary Seal

Carmen Y. Navy
Notary Public

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declarations of Condominium, a copy of which is attached hereto, were duly and regularly approved by the members and at the annual meeting held on March 4, 2009 and by mortgagees as required.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 16 day of April, 2009.

WITNESSES:

Nancy Ben
Witness #1 Signature

NANCY BEN
Witness #1 Printed Name

Carmen Y. Navy
Witness #2 Signature

CARMEN Y. NAVY
Witness #2 Printed Name

Fairway Villas of Miles Grant Association,
Inc.

By: Susan Koester
Susan Koester, President

Nancy Ben

Witness #1 Signature

Nancy Ben

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

By: Sylvia Tobin

Sylvia Tobin, Secretary

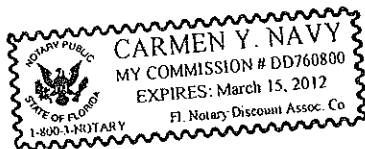
Corporate Seal

STATE OF Florida

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 16 day of April, 2009 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc., [4] who is personally known to me or [] who has produced identification [Type of Identification: _____].

Notary Seal



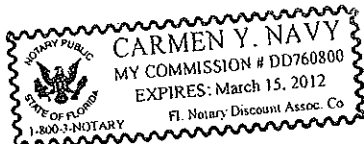
Carmen Y. Navy
Notary Public

STATE OF Florida

COUNTY OF MARTIN


The foregoing instrument was acknowledged before me this 16 day of April, 2009 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [4] who is personally known to me or [] who has produced identification [Type of Identification: _____].

Notary Seal



Carmen Y. Navy
Notary Public

Record and Return to:
Jane L. Cornett
Cornett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995


INSTR # 2223191
OR BK 02466 PG 1133
Pgs 1133 - 11367 (4pgs)
RECORDED 07/20/2010 04:42:42 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

=====THIS SPACE FOR RECORDER'S USE=====

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM
FAIRWAY VILLAS OF MILES GRANT,
SECTION ONE, SECTION TWO A AND SECTION TWO B**

The Declarations of Condominium for Fairway Villas of Miles Grant were recorded in the Public Records of Martin County, Florida, at Official Records Book 471, Page 1453 et.seq. (Section One), and Official Records Book 485, Page 1394 et.seq. (Section Two A), and Official Records Book 493, Page 1682 et.seq., and re-recorded at Official Records Book 494, Page 1226 et.seq. (Section Two B) and all as previously amended at Official Records Book 2386, Page 787 et.seq. The same Declarations of Condominium are hereby amended as approved by the members at the annual meeting held on March 3, 2010.

1. Article 8, Section 8.2 a. subparagraph 2 is hereby amended as follows:

8.2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured by each unit owner for full replacement value except for a deductible not to exceed five percent (5%) of the full value of the unit. Full replacement value shall be determined by the board of directors through an insurance appraisal, updated at least every three (3) years. The cost of the appraisals shall be a common expense. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering vandalism and malicious mischief.

All portions of the individual free standing building shall be insured by each unit owner as well as the following: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, and inside paint and other inside wall finishes.

(Other provisions of this article remain unchanged.)

2. The foregoing amendment to the Declarations of Condominium was adopted by the members by a vote sufficient for approval.

3. All provisions of the Declarations of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15 day of July, 2010.

WITNESSES:

Nancy Ben

Witness #1 Signature

NANCY BEN

Witness #1 Printed Name

Jill Regis

Witness #2 Signature

Jill Regis

Witness #2 Printed Name

Nancy Ben

Witness #1 Signature

NANCY BEN

Witness #1 Printed Name

Jill Regis

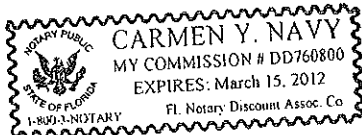
Witness #2 Signature

Jill Regis

Witness #2 Printed Name

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc. [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].



Notary Seal

Fairway Villas of Miles Grant Association, Inc.

By: Susan Koester
Susan Koester, President

By: Sylvia Tobin
Sylvia Tobin, Secretary

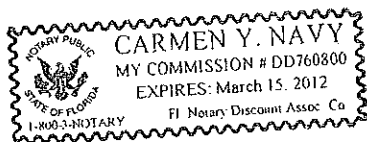
Corporate Seal

Carmen Y. Navy
Notary Public

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal



Carmen Y. Navy
Notary Public

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declarations of Condominium, a copy of which is attached hereto, was duly and regularly approved by the members and at the annual meeting held on March 3, 2010.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15 day of July, 2010.

WITNESSES:

Nancy Ben
Witness #1 Signature

Nancy Ben
Witness #1 Printed Name

Jill Register
Witness #2 Signature

Jill Register
Witness #2 Printed Name

Nancy Ben
Witness #1 Signature

NANCY BEN
Witness #1 Printed Name

Jill Register
Witness #2 Signature

Jill Register
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Susan Koester
Susan Koester, President

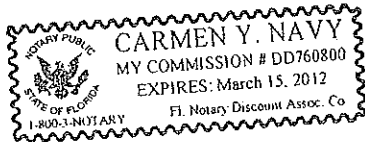
By: Sylvia Tobin
Sylvia Tobin, Secretary



STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal

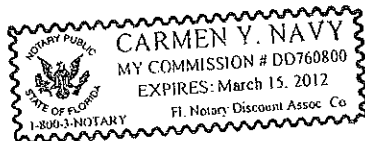


Carmen Y. Navy
Notary Public

STATE OF Florida
COUNTY OF Martin

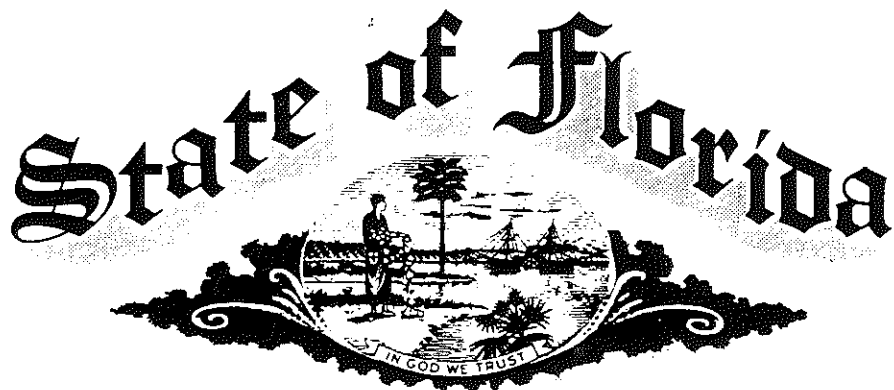
The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal



Carmen Y. Navy
Notary Public

sec I



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on June 13, 1979, as shown by the records of this office.

The charter number for this corporation is 747610.



CER 101
12-78

Given under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
14th day of June, 1979.

Leah W.
Secretary of State

EXHIBIT D

ARTICLES OF INCORPORATION

OF

FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1

Name and Definitions

The name of the corporation shall be FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE 2

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to F.S. 718.12 for the operation of FAIRWAY VILLAS OF MILES GRANT condominiums, located upon the following lands in Martin County, Florida:

COMMENCE at the intersection of the northerly right-of-way line of Cove Road East and the East boundary of WILLIAM LUKERT TRACT, as recorded in Deed Book 114, Page 228, of the Public Records of Palm Beach County, Florida; thence North 66°22'51" East, along the said North right-of-way line of Cove Road East, 239.67 feet; thence North 23°37'09" West, 45.00 feet to the POINT OF BEGINNING;

thence North 68°06'24" West, 280.55 feet;
thence North 24°04'15" West, 230.89 feet;
thence North 65°55'45" East, 135.00 feet;
thence North 48°32'44" East, 236.58 feet;
thence North 64°09'56" East, 759.00 feet;
thence South 10°48'09" East, 424.18 feet;
thence South 68°37'08" East, 60.00 feet;
thence South 23°54'20" East, 75.00 feet;
thence South 66°05'40" West, 209.25 feet;
thence North 23°54'20" West, 62.87 feet;
thence South 66°05'40" West, 70.00 feet;
thence South 23°54'20" East, 62.87 feet;
thence South 66°05'40" West, 290.64 feet;
thence South 66°22'51" West, 201.58 feet;
thence North 23°37'09" West, 42.58 feet;
thence South 66°22'51" West, 20.00 feet;
thence South 23°37'09" East, 42.58 feet;
thence South 66°22'51" West, 77.46 feet;
to the Point of Beginning. Said lands lying in Martin County, Florida.

ARTICLE 3

Powers

The powers of the Association shall include and shall be governed by the following provisions:

3.1. General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2. Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and any applicable Declaration of Condominium, and all of the powers and duties reasonably necessary to operate such condominiums pursuant to its Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before they shall become effective.

h. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of Condominium and the Bylaws.

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

l. To employ personnel to perform the services required for proper operation of the condominium (and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the

condominium).

m. To own, operate and maintain Association properties, the expenses of which shall be equitably apportioned to those parcels entitled to use the facilities.

3.3 Purchase of units. (Except as provided for living accommodations of management personnel,) the Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4. Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5. Distribution of income. The Association shall make no distribution of income to its members, directors or officers.

3.6. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4

Members

4.1. Membership. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2. Evidence. After approval of the transfer, or of the ownership, of a unit in the manner required by the declaration of condominium, change of membership in the Association shall be established by (a) recording in the public records of Martin County, Florida, a certificate of the Association stating the approval required by the declaration, (b) recording in the public records of Martin County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

4.3. Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4. Voting. A member of the Association shall be entitled to at least one vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1. Number and qualification. The affairs of the

BOOK 471 PAGE 1501

Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.

5.2. Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3. Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4. Term of first directors. Except as may be provided by statute, the first election of directors by members of the Association other than the developer of the condominium shall not be held until after the developer has closed the sales of all of the units of the condominium, or until after 1/1/81, whichever occurs first. The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before the time for the election of their successors by the members other than the developer, shall be filled by the remaining first directors, or if there are none, then by the developer.

5.5. First directors. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Chester W. Cook, Jr. 201 S.W. Monterey Road
Stuart, Fla. 33494

Sally Ann Cook 201 S.W. Monterey Road
Stuart, Fla. 33494

Gerald W. Bashant 1310 N.W. Lakeside Trail
Stuart, Florida 33494

ARTICLE 6

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: Chester W. Cook, Jr.
201 S.W. Monterey Road
Stuart, Fla. 33494

Vice President and Assistant Secretary:

Gerald W. Bashant
1310 N.W. Lakeside Trail
Stuart, Fla. 33494

Secretary-Treasurer:

Sally Ann Cook
201 S.W. Monterey Road
Stuart, Fla. 33494

ARTICLE 7

Indemnification

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE 8

Bylaws

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 9

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

9.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either

a. by not less than 66 2/3% of the entire membership of the board of directors and by not less than 66 2/3% of the votes of the entire membership of the Association; or

b. by not less than 70% of the votes of the entire membership of the Association.

9.3. Limitation. Provided, however, that no amendment

OR
BOOK 471 PAGE 1503

shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in §§3.3 to 3.6 of Article 3, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4. Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the public records of Martin County, Florida.

ARTICLE 10

Term

The term of the Association shall be perpetual.

ARTICLE 11

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:


Chester W. Cook, Jr.
201 S.W. Monterey Road
Stuart, Fla. 33494

Sally Ann Cook
201 S.W. Monterey Road
Stuart, Fla. 33494

Gerald W. Bashant
1310 N.W. Lakeside Trail
Stuart, Fla. 33494

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23rd day of May, 1979.


CHESTER W. COOK, JR.



SALLY ANN COOK


GERALD W. BASHANT

STATE OF FLORIDA
COUNTY OF MARTIN

CHESTER W. COOK, JR., SALLY ANN COOK and GERALD W. BASHANT, appeared before me, and after being duly sworn, they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on this 23 day of May, 1979.

(Notary Seal)


Notary Public
My Commission Expires: Sept 25,
1981



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENTS
TO THE
ARTICLES OF INCORPORATION
OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**

The Articles of Incorporation of Fairway Villas of Miles Grant Association, Inc. were recorded in the public records of Martin County, Florida, at Official Records Book 471, Page 1499 et.seq. The same Articles of Incorporation are hereby amended as approved by the members at the annual meeting held March 21, 2017.

1. Article 3.2 g. is hereby amended as follows:

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and any applicable Declaration of Condominium, and all of the powers and duties reasonable necessary to operate such condominiums pursuant to its Declaration and as it may be amended from time to time, including but not limited to the following:

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less 2/3rds of the votes of members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented before they shall become effective.

2. Article 9.2 is hereby amended as follows:

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be by not less than 2/3rds of the entire membership of the board of directors and by not less than 2/3rds of the votes of the members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented.

3. The foregoing amendments to the Articles of Incorporation were adopted by the members by a vote sufficient for approval.

4. All provisions of the Articles of Incorporation are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Googe
Witness #1 Signature

Lisa Michelle Googe
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Tammy Gale
Witness #1 Signature

Tammy Gale
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Gerard, President

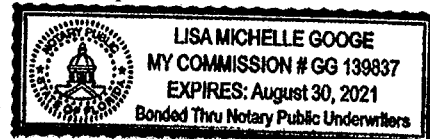
By: Mary W. Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL S22986725].

Notary Seal

Lisa Michelle Googe
Notary Public
Commission Stamp/Seal:



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [X] who has produced identification [Type of Identification: NY Lic].

Tammy Galt
Notary Public
Commission Stamp/Seal:

Notary Seal

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Articles of Incorporation, a copy of which are attached hereto, were duly and regularly approved by the members at the annual meeting held March 21, 2017.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Gorge
Witness #1 Signature

Lisa Michelle Gorge
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Tammy Galt
Witness #1 Signature

Tammy Galt
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Grand, President

By: Mary W Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL S22986725].

Lisa Michelle Googe

Notary Public

Commission Stamp/Seal:

Notary Seal



STATE OF FLORIDA
COUNTY OF MARTIN

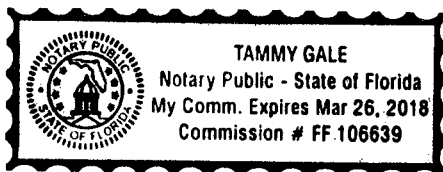
The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: NY Lic.].

Tammy Gale

Notary Public

Commission Stamp/Seal:

Notary Seal



ACTIVE: F18529/338935:9725019_1

EXHIBIT E

BYLAWS

FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

A Corporation not for profit

under the laws of the State of Florida

1. Identity. These are the Bylaws of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on . The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominiums are identified by the name FAIRWAY VILLAS OF MILES GRANT and are located upon the following lands in Martin County, Florida:

COMMENCE at the intersection of the northerly right-of-way line of Cove Road East and the East boundary of WILLIAM LUKERT TRACT, as recorded in Deed Book 114, Page 228, of the Public Records of Palm Beach County, Florida; thence North 66°22'51" East, along the said North right-of-way line of Cove Road East, 239.67 feet; thence North 23°37'09" West, 45.00 feet to the POINT OF BEGINNING;

thence North 68°06'24" West, 280.55 feet;
thence North 24°04'15" West, 230.89 feet;
thence North 65°55'45" East, 135.00 feet;
thence North 48°32'44" East, 236.58 feet;
thence North 64°09'56" East, 759.00 feet;
thence South 10°48'09" East, 424.18 feet;
thence South 68°37'08" East, 60.00 feet;
thence South 23°54'20" East, 75.00 feet;
thence South 66°05'40" West, 209.25 feet;
thence North 23°54'20" West, 62.87 feet;
thence South 66°05'40" West, 70.00 feet;
thence South 23°54'20" East, 62.87 feet;
thence South 66°05'40" West, 290.64 feet;
thence South 66°22'51" West, 201.58 feet;
thence North 23°37'09" West, 42.58 feet;
thence South 66°22'51" West, 20.00 feet;
thence South 23°37'09" East, 42.58 feet;
thence South 66°22'51" West, 77.46 feet;
to the Point of Beginning. Said lands lying in Martin County, Florida.

1.1. The office of the Association shall be at 201 S.W. Monterey Road, Stuart, Florida 33494.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members.

2.1. Roster of members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a certified copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2. Annual meeting. The annual members' meeting shall be held on the first Wednesday in March each year at 10:00 A.M. local time, in the office of the condominium or at such other place in Stuart, Florida as the President or a majority of the board of directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the developer of the condominium is less than six months after the first election of directors by the membership of the Association, this annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.3. Special Members' meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4. Notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than fourteen days nor more than sixty days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

2.5. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.6. Voting.

a. In any meeting of members the owners of each unit shall be entitled to cast one vote unless the

decision to be made is elsewhere required to be determined in another manner.

b. If a unit is owned by one person his right to vote shall be established by the roster of members. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. One person may hold no more than five proxies.

2.8. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by President
- b. Election of chairman of the meeting
- c. Calling of the roll and certifying of proxies
- d. Proof or notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment

2.10. Proviso. Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. Directors.

3.1. Membership. ~~The affairs of the Association shall be managed by a board of not less than three nor more~~ B2

than eleven directors, the exact number to be determined at the time of election.

3.2. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of five members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Any director may be removed by concurrence of two thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

3.3. The term of each director's service shall ~~extend until the next annual meeting of the members and~~ ^{be for 2 years} ~~subsequently~~ until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided. B2

3.4. The organization meeting of a newly-elected board of directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. A notice of regular meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail,

telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

3.7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.8. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that director for the purpose of determining a quorum.

3.11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal or any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13. Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5. Officers.

5.1. The executive officers of the Association shall be a President, who shall be a director, a Vice President,

who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

5.3. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6. The Treasurer shall have custody of all property of the association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.7. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions.

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses.

a. Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements (or to operations). The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Capital surplus for

(1) Deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(2) Replacements, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

c. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from that operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against villa owners, which assessments may be made in advance in order to provide a working fund.

6.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. Deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. Replacements, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$10,000; provided, however, that in the expenditure of this fund no sum in excess of \$2,500 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.

e. Operations, the amount of which may be to provide a working fund to meet losses.

f. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

g. Further provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all units of the condominiums, or until developer elects to terminate its control of the condominiums, or until January 1, 1981, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and capital surplus.

6.3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into four equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or thirty days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

6.4. Assessments for charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval of a member, and may include, but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

6.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. The depository of the Association shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal

of moneys from those accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of those bonds and the sureties shall be determined by the directors. The premiums on the bonds shall be paid by the Association.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

8.1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than 66 2/3% of the entire membership of the board of directors and by not less than 66 2/3% of the votes of the entire membership of the Association; or

b. by not less than 70% of the votes of the entire membership of the Association; or


c. until a majority of the directors are elected by members other than the Developer of the condominium, only by all of the directors.

8.3. Proviso. Provided, however, that no amendment shall discriminate against any member not against any unit or class or group of units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

8.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and

copy of the amendment are recorded in the public records of Martin County, Florida.

The foregoing were adopted as the Bylaws of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on


Secretary

Approved:


President

FILED
MAY 25 1979
CLERK OF COURT
MILES GRANT ASSOCIATION, INC.

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FILED
MAY 25 1979
CLERK OF COURT
MILES GRANT ASSOCIATION, INC.

FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

649353

5276 S. E. SEA ISLAND WAY

STUART, FLORIDA 33494

AMENDMENTS TO BY-LAWS, approved at the Annual Meeting of the Unit Owners on March 4, 1987.

1.2 The fiscal year of the Association shall be the fiscal year, July 1 to June 30.

2.2 Annual Meeting. The annual members' meeting shall be held on the first Wednesday in March each year at 7:30 p.m. local time in the Miles Grant Clubhouse or at such other place in Stuart, Florida as the President or a majority of the board of directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday.

The balance of the paragraph shall remain the same.

6.2 Budget. The board of directors shall adopt a budget for each fiscal year, July 1 to June 30, that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts to good accounting practices as follows:

The balance of the paragraph shall remain the same

6.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the fiscal year annually in advance on or before March 20 preceding the year for which the assessments are made.

The balance of the paragraph shall remain the same.

6.7 An audit of the accounts of the Association shall be made annually by any qualified accountant, and a copy of the audit report shall be furnished to each member no later than October 1 of the year following the year for which the audit is made.

STATE OF FLORIDA)
COUNTY OF MARTIN)

THIS IS TO CERTIFY THAT THE ABOVE AMENDMENTS TO BY-LAWS HAVE BEEN APPROVED BY AND ENDORSED BY THE BOARD OF DIRECTORS OF FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., PHASE III, AND APPROVED BY UNIT OWNERS AT THEIR ANNUAL MEETING HELD ON MARCH 4, 1987

BY William L. Hicks
William L. Hicks, President

ATTEST Jean Asher
Jean Asher, Secretary

WITNESS my hand and official seal in the State and County aforesaid this 3/28
day of March, 1987.

Dorothy L. Carquemon
NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXP: AUG 24, 1997
BONDED THRU GEN. INSURANCE UND

FILED
CLERK OF DISTRICT COURT
BY RC
D.C.

87 APR 2 P12: 24

FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

513745

TO: Each Member Phase III of the Fairway Villas of Miles Grant

FROM: The Board of Directors *nope Rules*

SUBJECT: Amendments to By-Laws (Voted on by Unit Owners on March 7, 1984 at the Annual Meeting)

Under the Condominium Act Florida Statute #718, all Condominiums are governed by an Association of Members. In the Case of Phase III, 46 Owner-Members.

The following rules and regulations have been approved and endorsed by your Board of Directors, and approved by the general membership at their annual meeting, and are effective May 1, 1984. If anything contained in these regulations is in conflict with the Fairway Villas of Miles Grant Condominium III, Inc., Condominium Documents, the Condominium Documents will prevail.

These regulations are designed to conform to Article XII of the By-Laws and Articles XI, XII, and XVIII of the Declaration of Condominiums of the Fairway Villas of Miles Grant Phase III, Inc. The intent is to make living in your Villas pleasant and comfortable as well as to protect the value of your investment.

Objectionable behavior is not acceptable even if it is not specifically covered in the Regulations. Violations of the Regulations by owner's employees, guests, children, or pets are the responsibility of the owner.

Regulations will be enforced as follows:

1. Complaints of violations are to be made to the Board of Directors in writing.
2. Violations will be called to the attention of the violator in writing.
3. The Board will assess a fine for repeated violations.

PUBLIC AREAS

1. Walkways and driveways shall not be obstructed or used for any purpose other than entering or leaving the buildings.
2. Neither the public areas of the condominium nor the exterior of any building shall be altered in appearance by any individual owner or group of owners unless the Board of Directors has in writing specifically approved the plans for such alterations.
3. All traffic signs and posted speed limits shall be strictly observed by owners and guests.

4. Lawn furniture shall not be kept on the lawns except when in actual use.
5. Electric golf carts, velocipedes, baby carriages, scooters, or similar vehicles shall not be parked and shall not be allowed to stand in parking spaces, public passageways, or other common areas unless such areas specifically set aside by the Board of Directors for such purpose. Further, no house trailers, boat trailers, boats, camping trailers, campers, trucks, or other similar vehicles shall be parked in the parking areas, driveway or carport, provided however, that while loading or unloading, trucks and other vehicles may be parked temporarily in designated driveways. Only with permission of the Board of Directors, light weight noncommercial vans, i.e., people carriers, are permitted and considered in the same category as station wagons but are not to be used for sleeping, changing clothes, etc. Motorbikes, mopeds and motorcycles are restricted to transportation use only and not allowed to stand in parking spaces, public passageways, or other common areas.
6. Bicycles shall be ridden or walked only on streets. Riding on grassed areas is strictly prohibited.
7. All notices to be displayed on bulletin boards must be approved by the Board of Directors before insertion.
8. No door to door soliciting is permitted.
9. Our limited parking areas are to be used only by guests or those using the pool.
10. All problems pertaining to exterior of villas must be reported to the Board of Directors for their approval.
11. Permission must be obtained from the Board of Directors before initiating or replacing any plantings in the common areas.

PETS

1. Owner is responsible for his pet not making a nuisance of itself, including excessive barking.
2. Pets are absolutely forbidden in the pool, recreation, or golf course areas.
3. Each pet owner must be equipped with a pooper-scooper (or tissue) and plastic bag when walking his pet and must immediately clean up after it.

NOISE AND DISTURBANCE

1. Ball playing and games are strictly prohibited in near proximity to residential units where grass or plantings can be damaged or residents disturbed.
2. Noise of all kinds shall be kept low enough so as not to disturb neighbors. Likewise, nothing shall be done that might interfere with the rights, comfort, or convenience of other owners or occupants.
3. Proper coverings shall be installed at Villa windows and doors within a reasonable time after occupancy.

WINDOWS

1. No awnings, ventilators, or air conditioning devices shall be installed without proper approval of the Board of Directors.
2. No mops, laundry, clothing, cleaning cloths, bathing attire, towels, rugs, or doormats may be hung from any window, door, driveway or carport, nor exposed on any part of the buildings. Anything protruding beyond exterior walls of buildings to be approved by the Board of Directors.
3. No signs, notices, or advertising shall be placed in the windows, on the doors, or any other exterior of the buildings, exclusive of the official bulletin boards.

POOL

1. Use of the pool is strictly at the swimmer's own risk.
2. Pool hours shall be from 8:00 A.M. to 10:00 P.M.
- *3. A shower must be taken before entering the pool and upon re-entering the pool if oil or tanning lotion is used. However, this shower is not to be used as a personal bathing facility for shampooing and overall body soaping.
- *4. Diving or jumping into the pool is forbidden.
- *5. No glass or breakable containers are to be used in the pool area.
6. Children under 16 must be accompanied by an adult whenever in the pool area.
7. No rafts, floats, scuba gear, or fins may be used in the pool. Life vests are permitted.
- * State Regulations.

O R
BOOK 601 PAGE 1510

POOL - (continued)

8. No ball playing, running, shouting, or excessive noise in the pool area is permitted.
9. Individuals (both male and female) walking to and from the pool must wear a "cover-up" over their bathing suit; regulation swim wear only at the pool - no cut-off jeans or substitutes permitted. Infants must wear protective waterproof covering over their diapers while in the pool.
10. To minimize staining the pool furniture while wearing wet bathing suits or suntan lotions or creams, the furniture must first be covered with a large towel.
11. Pool parties may be held provided prior arrangements have been made with the President or Vice-President of the Board or Social Director
12. Pool furniture shall not be removed from the pool area without specific approval of the Board of Directors.
13. House guests have unlimited privileges to use the pool, provided they observe all rules. Regarding local guests - the host must be present at the pool with the guest. The host should limit a local guest to minimal visits to the pool per month.

SALES, LEASES, AND OTHER CONVEYANCES

1. Condominium residences were conceived to provide individual ownership and occupancy in multi-unit structures. They were not conceived for overnight occupancy or short term rentals; such occupancy creates difficult security problems and, in most instances, an inconvenience to permanent residents. Accordingly, the rental period for any unit shall be a minimum of three months and limited to one rental per calendar year.
2. The provisions of Article XII of Declaration of Condominium, Fairway Villas of Miles Grant Phase III shall apply to all unit sales, leases/rentals. Said provisions may be enforced by legal proceedings, or by any legal means calculated to produce compliance.
3. Owner shall present to the Board of Directors, in writing, thirty (30) days in advance, notice of intention to sell or lease/rent his villa, complete with name and present address of intended purchaser or lessee/tenant, according to Article XII. Said prospect to be investigated by the Board and notice of its decision, signed by an officer of Phase III, in writing, shall be furnished to seller/orlessor/landlord promptly. Owner, lessor/landlord to pay the sum of Ten Dollars (\$10.00) costs for each original investigation, plus reimbursement for any unusual costs expended by the Board conducting such investigation.

BOOK 601 PAGE 1511

2
By Law
Dec

By Law
Dec

SALES, LEASES, ETC., (continued)

4. If an owner shall lease, rent, or otherwise permit use of his unit, he shall remain liable for the performance of all the covenants and agreements in the Condominium Documents and these Rules and Regulations. The owner shall provide a copy of these rules and regulations to the user of his unit; such copy to be displayed in a prominent place in the unit involved.
5. The Board of Directors must be informed whenever a villa is to be occupied by relatives or friends in owners absence.

RECORDED
INDEXED
MAY 3 1984
ALL: 07
NOTARY PUBLIC
STATE OF FLORIDA

STATE OF FLORIDA)
COUNTY OF MARTIN)

THIS IS TO CERTIFY THAT THE ABOVE AMENDMENTS TO BY-LAWS HAVE BEEN APPROVED BY AND ENDORSED BY THE BOARD OF DIRECTORS OF FAIRWAY VILLAS OF MILES GRANT, PHASE. III, AND APPROVED BY UNIT OWNERS AT THEIR ANNUAL MEETING.

BY: Arthur J. Kamm
President
ATTEST: Janet H. Stote
Secretary

WITNESS my hand and official seal in the State and County aforesaid this 3rd day of May, 1984.

SEAL

BOOK 601 PAGE 1512
Anthony L. Arquesani
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXP: AUG 24, 1987
BONDED THRU GEN. INSURANCE UND

INSTR # 1572247 OR BK 01645 PG 2949 RECD 05/16/2002
MARSHA EWING MARTIN COUNTY DEPUTY CLERK S Phoenix 08:38:37 AM

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS
OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**
(a corporation not-for-profit under the laws of the State of Florida)

The By-Laws of Fairway Villas of Miles Grant Association, Inc., were recorded in the public records of Martin County, Florida at Official Records Book 471, Page 1505, et. seq., as amended at Official Records Book 713, Page 2271, et. seq. The same By-Laws are amended as approved by the membership by vote sufficient for approval at the Unit Owners Meeting held on March 4, 1981 at the Miles Grant Country Club.

1. Article 3 - Directors, is amended to read as follows:

3.1 Membership: The affairs of the Association shall be managed by a Board of seven (7) Directors.

3.3 Term: The term of each Director's service shall be for two (2) years until his successor is duly elected and qualified or until removed in the manner elsewhere provided.

(THE BALANCE OF ARTICLE 3 REMAINS UNCHANGED)

2. The foregoing Amendments to the By-laws were adopted as approved by the membership by vote sufficient for approval at a meeting of the Unit Owners' held on March 4, 1981.

3. The adoption of these amendments appear upon the minutes of said meeting and is unrevoked.

4. All provisions of the By-laws for Fairway Villas of Miles Grant Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 8th day of May, 2002.

WITNESSES:

Gwen Rose
Witness Signature

Gwen Rose
Printed Name of Witness

Vicki Tuccillo
Witness Signature

Vicki Tuccillo
Printed Name of Witness

Gwen Rose
Witness Signature

Gwen Rose
Printed Name of Witness

Vicki Tuccillo
Witness Signature

Vicki Tuccillo
Printed Name of Witness

FAIRWAY VILLAS OF MILES GRANT
ASSOCIATION, INC.,

By: William L. Hicks
William L. Hicks, President

By: Sandra Hicks
Sandra Hicks, Secretary

(CORPORATE SEAL)

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the Amendments to the By-laws, a copy to which this is attached hereto, were duly and regularly adopted and passed by a vote sufficient for approval by the membership at a meeting of the Unit Owners held on March 4, 1981 at the Miles Grant Country Club.

WITNESSES:

FAIRWAY VILLAS OF MILES GRANT
ASSOCIATION, INC.,

Gwen Rose
Witness #1 Signature
Gwen Rose
Printed Name of Witness
Vicki Tuccillo
Witness #2 Signature
Vicki Tuccillo
Printed Name of Witness
Gwen Rose
Witness #1 Signature
Gwen Rose
Printed Name of Witness
Vicki Tuccillo
Witness #2 Signature
Vicki Tuccillo
Printed Name of Witness

By: William L. Hicks
William L. Hicks, President

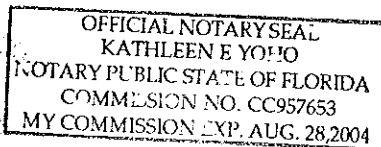
By: Sandra Hicks
Sandra Hicks, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on the 8th day of May, 2002, by WILLIAM L. HICKS as President and SANDRA HICKS as Secretary of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., ☒ who are personally known to me, or ☐ who have produced identification [Type of Identification: _____].

Notarial Seal



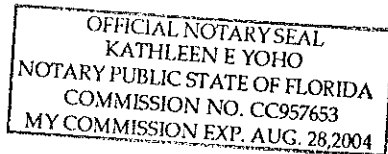
Kathleen E. Yohe
Notary Public
KATHLEEN E. YOHE
Print, Type or Stamp Name of Notary
My Commission Expires: AUG. 28, 2004

Record and Return to:
Jane L. Cornett, Esquire
Cornett, Gooze, Ross & Earle, P.A.
P.O. Box 66
Stuart, Florida 34995-0066
F:\DATA\COMMON\JLC\CLIENTS.E-F\FairwayVillas\CertamendBylaw.wpd

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 8th day of May, 2002, by WILLIAM L. HICKS, as President, and SANDRA HICKS, as Secretary of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., ☒ who are personally known to me or ☐ who have produced identification [Type of Identification: _____].

SEAL



Kathleen E. Yoho
Signature of Notary

KATHLEEN E. YOH0
Print, Type or Stamp Name of Notary
My Commission Expires: AUG. 28, 2004

DECLARATION OF CONDOMINIUM OF
FAIRWAY VILLAS OF MILES GRANT,
SECTION TWO-A, A CONDOMINIUM
MARTIN COUNTY, FLORIDA

MADE this 13th day of December, 1979, by SACHET, INC., a Florida Corporation, called Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called The Condominium Act.

1.1. Name and address. The name by which this condominium is to be identified is FAIRWAY VILLAS OF MILES GRANT, SECTION TWO-A, a condominium and its address is S.E. Miles Grant Road, Stuart, Florida. It is hereafter called "the condominium".

1.2. The land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following-described lands lying in Martin County, Florida,

(See EXHIBIT "A")

which lands are called "the land".

2. DEFINITIONS

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (F.S. 718.103) and as follows unless the context otherwise requires:

2.1 Approval or consent. Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.

2.2. Association means FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., and its successors.

2.3. Bylaws means Bylaws of the Association and of the condominium.

2.4. Common elements means the portions of the condominium property not included in the units.

2.5. Common expenses include:

a. expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements, and of the portions of units to be maintained by the Association, of this condominium

and any other condominium governed by FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

b. expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of a unit owner, including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.

c. expenses declared common expenses by provisions of this Declaration or the Bylaws, including but not limited to losses from any revenue producing operations.

d. any valid charge against the condominium property as a whole.

2.6. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

2.7. Condominium parcel means a unit together with the undivided share in the common elements that is appurtenant to the unit; and when the context permits, the term includes all of the appurtenances to the unit.

2.8. Regulations means regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

2.9. Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.10. Utility services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

2.11. Association properties or property owned by the Association means real property which has been or will be deeded to the Association and the improvements thereon, including tangible personal property required for operation and maintenance thereof. This real estate is not submitted to condominium ownership and, therefore, is not a portion of the common elements of any condominium in FAIRWAY VILLAS OF MILES GRANT. As this Association property is deeded to the Association, such conveyance shall contain use restrictions setting forth the various units within the FAIRWAY VILLAS OF MILES GRANT which are entitled to use the Association property being so conveyed. The expenses for the operation and maintenance of the Association property shall be equitably apportioned by the Association to those condominium parcels or other parcels which are entitled to use the facilities, which shall include parcels within FAIRWAY VILLAS OF MILES GRANT, Section One and FAIRWAY VILLAS OF MILES GRANT, Section Two.

3. DEVELOPMENT PLAN

In the event some units are completed but the recording of the declaration must be delayed until completion of additional units, sales of the units first completed can be closed in escrow or the completed units can be leased to

purchasers or others until the recording of the declaration and closing of sales.

3. Development Plan. The condominium is described and established as follows:

3.1. Survey. A survey of the land showing the improvements on it is attached as Exhibit B.

3.2. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications which are attached hereto as Exhibit C.

3.3. Amendment of plans.

a. Alteration of unit plans. The interior plan of a unit may be changed by its owner, except that no units may be subdivided. Boundary walls must be soundproof and must be equal in quality of design and construction to the existing boundary walls. Any changes in the boundaries of units shall be effected in accordance with plans prepared by an architect licensed to practice in this state, which plans shall be first filed with the Association. Any change that is made within a unit or in its boundaries shall also comply with the requirements of the section concerning Maintenance, Alteration and Improvement. The Developer reserves the right to make changes within units during construction of the building as long as those changes do not change the size of the units for which a contract of purchase has been signed, unless such change in size is approved by the purchaser affected by the change.

b. Amendment of declaration. A change in the boundaries between units shall be set forth in an amendment of this declaration. Plans of the units concerned showing the units after the change in boundaries and prepared by an architect licensed to practice in this state shall be attached to the amendment as exhibits, together with the certificate of an architect or engineer required by the Condominium Act. The amendment shall apportion between the units concerned the shares in the common elements appurtenant to those units, the apportionment to be in proportion to the totals of the floor areas of the units and one half of the patio and terrace areas of the units before and after the change in boundaries. Such an amendment shall be signed and acknowledged by the owners of the units concerned; and if Developer is not such an owner, the amendment also shall be approved by the board of directors of the Association and signed and acknowledged by the Association. Such an amendment also shall be signed and acknowledged by all lienors and mortgagees of the units concerned; but it need not be approved or signed by other unit owners, whether or not elsewhere required for an amendment.

3.4. Easements.

a. Utility easements are reserved through the Condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, these easements through a unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the owner. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements. These easements are more specifically described in that Declaration of Restrictions and Declaration and Grant of Easements attached

as Schedules "B & C" to that Warranty Deed from Westinghouse Electric Corporation to Sachet, Inc., dated October 11, 1978, and which is recorded at Official Records Book 454, Page 1326 of the Public Records of Martin County, Florida.

b. An egress and ingress easement is hereby created in favor of all unit owners of FAIRWAY VILLAS OF MILES GRANT, their immediate families, guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passage ways and lanes as the same, from time to time, may exist upon the common elements; and for vehicular traffic over, through and across such portions of the common elements as, from time to time, may be paved and intended for such purposes. These easements shall specifically provide access to Association properties for the benefit and enjoyment of all members of the Association.

3.5. Improvements - general description.

a. Villa units. The condominium includes fourteen (14) separate single family, single story villa units.

b. Other improvements. The condominium includes gardens and landscaping, walkways, automobile parking areas and other facilities located substantially as shown upon the plans and which are part of the common elements. The FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC. holds title to the swimming pool and bath house area, which is not a common element, but is available for use by each of its members.

3.6. Unit boundaries. Each unit, shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundaries - the plane of the interior surface of the roofing shingles above each unit.

(2) Lower boundaries - the plane of the undecorated finished floor slab, including the floor slab of a balcony, patio or terrace.

b. Perimetrical boundaries. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls:

a. Where there is an exterior wall (which is a wall located on the perimeter of the unit which is not a common, party wall with any other unit), the vertical plane of the undecorated, unfinished, outside surface of such wall;

b. Where there is an apperture for windows and doors, in any perimetrical boundary, said boundary shall be extended to all such places, at right angles to the dimensions of such apperture, so that the perimetrical boundary at such places shall be coincident with exterior, undecorated, unfinished surface of such apperture, including the framework thereto;

c. Where a patio, terrace, porch or other

portion of the building or any fixture attached to the building serves only the unit being bounded, the perimetrical boundary shall vary with the exterior, undecorated, unfinished surface of any such structure extended in a vertical plane, where necessary, to the upper or lower boundary.

d. Exterior walls made of glass or glass fixed to metal framing, exterior windows and metal frames, exterior glass sliding doors, metal frames, metal casings and screening shall be included within the unit and shall not be deemed a common element.

(2) Interior building walls the interior partitions with a unit are part of said unit.

3.7. Air-Conditioning. Notwithstanding any of the provisions of paragraph 3.6. to the contrary, the airconditioning compressors located on or near any villa unit and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual villa unit shall be deemed owned by the unit owners and are not a part of the common elements.

3.8. Common elements. The common elements include the land and all other parts of the condominium not within the units or the Association properties.

4. THE UNITS

4. The units. The units of the condominium are single family villas and are described more particularly in the rights and obligations of their owners established as follows:

4.1. Typical unit plans. There is one typical unit floor plan which plan is reversed in some of the units. These villa units are shown in detail on Exhibit B.

4.2. Unit numbers. Each unit is identified by a separate number beginning with Villa 10 through Villa 18, both inclusive and Villa 38 through Villa 42 both inclusive, as more particularly shown on Exhibit B.

4.3. Appurtenances to units. The owner of each unit shall own a share in certain interests in the condominium property, which share and interest are appurtenant to his unit, including but not limited to the following items that are appurtenant to several units as indicated:

a. Ownership of common elements and common surplus. The undivided share in the land and other common elements and in the common surplus that are appurtenant to each villa in this Condominium as follows:

An undivided 1/14 share

14 villas x 1/14 = 100%

b. Use of common elements. Use of the common elements in common with other unit owners in the manner elsewhere described, subject to those easements set out herein.

c. Association membership. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

4.4. Liability for common expenses. Each unit

owner shall be liable for a proportionate share of the common expenses attributable to this condominium, that share being the same as the undivided share in the common elements appurtenant to his unit. The Association shall administer and operate other condominiums in the FAIRWAY VILLAS OF MILES GRANT. It shall be the Association's sole responsibility and discretion to determine which items of cost, expense and income are attributable in their entirety to the condominium, and which are to be apportioned amongst more than one condominium, or to other parcels, as well as the basis of such apportionment, and in all events the Association's determination as to such attributions shall be conclusive and binding, and all costs and expenses attributed to the condominium, whether in their entirety or as an apportionment of an expense shared by more than one condominium, shall constitute common expenses of the condominium.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT

5.1. Units.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a unit, except interior surfaces, contributing to the support of the villa building, which portions shall include but not be limited to load-bearing columns, load-bearing walls and the roof.

b. By the unit owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building. Porches that are not closed against the weather shall be included in this restriction, except upon written approval of the Association otherwise.

(4) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

(5) The Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

c. Alteration and improvement. Except as elsewhere provided, neither a unit owner nor the Association

shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the buildings, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the buildings, the change in appearance shall be approved also by the owners of 75% of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2. Common elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the cost shall be a common expense. The Association also shall maintain all property held by it for recreational or other purposes whether they are contiguous to the condominium property or not, and whether the Association operates more than one condominium or not.

b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

c. Submission of land to condominium. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Martin County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

d. Disposition of land. Any land acquired

by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75% of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

e. Disposition of personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. ASSESSMENTS

6. Assessments. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. Share of common expense. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by him. Provided, however, that if services are made available to unit owners from a revenue-producing operation, such as but not limited to the operation of a restaurant or bar, no assessment on account of those services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a unit owned by such an institution for services voluntarily accepted by the occupant. Additionally, the share of common expenses or assessments by the association pertaining to the condominium parcel which became due prior to the acquisition of title by a bank, life insurance company or savings and loan association as a result of foreclosure or a deed given in lieu of foreclosure on a first mortgage, shall not be assessed against such institution, unless the share is secured by a claim of lien for such assessment recorded prior to the recording of the foreclosed mortgage. The shares of any cost or loss not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other.

6.2. Interest; application of payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of ten per cent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

6.3. Lien for assessments. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

7. ASSOCIATION

7. Association. The operation of the condominium shall be by the FAIRWAY VILLAS of MILES GRANT ASSOCIATION,

INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit D.

7.2. The Bylaws of the Association shall be the bylaws of the condominium, a copy of which is attached as Exhibit E.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. Roster of unit owners and mortgagees.

a. Owners of units. The Association shall maintain a roster of names and mailing addresses of unit owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each unit owner shall furnish to the Association a certified copy of the record evidence of his title, which evidence shall entitle the unit owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required.

b. Mortgagees. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. This notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

7.5. Restraint upon assignment of shares in assets. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

7.6. Approval or disapproval of matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. INSURANCE

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1. Purchase; named insured; custody and payment of policies.

a. Purchase. All insurance policies upon the condominium property shall be purchased by the Association

and shall be issued by an insurance company authorized to do business in Florida.

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b. Approval. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company that, according to the roster of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within that ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

c. Named insured. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

d. Custody of policies and payment of proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the insurance trustee designated by the board of directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

e. Copies to mortgagees. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee included in the mortgagee roster who holds mortgages upon units covered by the policy. The copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

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8.2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvement. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the board of directors of the Association. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee

liability, if any, of the Association to unit owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

b. Public liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired automobile and nonowned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the board of directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall

be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Unit owners an undivided share for each unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

b. Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a unit and this is deposited with the Insurance Trustee, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the unit owner and mortgagee.

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

8.6. Association as agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7. Benefit of mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

9. Reconstruction and repair after casualty.

9.1. Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser damage. If units to which 50% of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

b. Major damage. If units to which more than 50% of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall

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give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all unit owners as a common expense.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed and repaired.

9.2. Report of damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

a. Date and cause of damage.

b. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

c. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

d. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

e. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

f. The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in this state.

9.3. Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, alteration and improvement."

9.4. Plans and specifications. Any reconstruction

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and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all units the plans for which are to be altered.

9.5. Assessments; determination of sufficiency of funds.

a. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

b. Determination of sufficiency of funds. If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed \$10,000, the sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed \$10,000., the sufficiency for funds to pay the costs shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

9.6. Disbursement of funds. The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

a. Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made for payments.

b. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgages being made payable jointly to them.

c. Reconstruction and repair of damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - damages of

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\$10,000 or less. If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed \$10,000, the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of damage of more than \$10,000 if the damaged property includes structural parts of a building, or if requested by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds.

(2) By Association - damage of more than \$10,000. If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000, the funds shall be disbursed in payment of these costs in the manner required by the board of directors of the Association; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By unit owners. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

d. Reliance upon certificates. Notwithstanding the provisions of this declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary stating:

(1) Whether the damaged property will be reconstructed and repaired or the condominium terminated.

(2) Whether or not payments upon assessments against unit owners shall be deposited with the Insurance Trustee.

(3) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(4) The names of unit owners to

receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a unit owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of insurance proceeds to a unit owner.

e. Proviso. Provided, however, that under the following circumstances the approval of the architect elsewhere required shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

(1) When the report of damage shows that the damaged property includes structural parts of a building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed \$10,000.

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the funds to be disbursed.

9.7. Benefit of mortgagees. Certain provisions in this section entitled "Reconstruction or Repair after Casualty" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

10. Condemnation.

10.1. Deposit of awards with Insurance Trustee. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the board of directors of the Association a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

10.2. Determination whether to continue condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

10.3. Disbursement of funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards

and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

10.4. Unit reduced but tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. Restoration of unit. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

b. Distribution of surplus. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

c. Adjustment of shares in common elements. If the floor area of the unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

10.5. Unit made untenable. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. Payment of award. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

b. Addition to common elements. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the board of directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

c. Adjustment of shares in common elements. The shares in the common elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

d. Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining

portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

e. Arbitration. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

10.6. Taking of common elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the board of directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a unit, the distribution shall be paid jointly to the owner and mortgagees of the unit.

10.7. Amendment of declaration. The changes in units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the declaration of condominium that need be approved only by a majority of all directors of the Association.

11. USE RESTRICTIONS

11. Use restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the buildings in useful condition exist upon the land.

11.1. Units. Each of the units, shall be occupied only by one family, its servants and guests, as a residence and for no other purpose.

11.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants.

11.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which intereferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be

kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

11.4. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

DI 11.5. Leasing. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented, and no transient tenants may be accommodated.

11.6. Regulations. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

11.7. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sale of all of the units of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11.8. Special Restrictions.

a. Antennas. No outside antennas, poles, masts, electronic devices or towers shall be permitted, unless approved in writing by the Association.

b. Garbage containers and gas tanks. All garbage and trash containers, oil tanks and bottled gas tanks must be underground or placed in walled in areas, so that they shall not be visible from any street adjacent property.

c. Clothes drying area. No outdoor clothes drying area shall be allowed unless approved in writing by the Association.

d. Signs. No signs shall be erected or displayed on the property, or on any structure, unless the placement and character, form, size and time of placement of such sign be first approved in writing by the Association.

e. Trucks, Mobile Homes, Boats, Campers and

Trailers. No truck or commercial vehicle of any kind shall be permitted to be parked on the property at any time for a period of more than four (4) hours, unless the same is temporarily present and necessary in the actual construction or repair of the buildings on the property. No truck or commercial vehicle of any kind shall be parked on the property overnight, and no boats, boat trailers or trailers of any kind, or campers or mobile homes shall be permitted to park on or near the property at any time, unless kept fully enclosed inside a building. None of the aforementioned shall be used as a domicile, or residence, either permanent or temporary.

12. MAINTENANCE OF COMMUNITY INTERESTS

12. Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the buildings in useful condition exist upon the land, which provisions each unit owner covenants to observe:

12.1. Transfers subject to approval.

a. Sale. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.

b. Lease. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease without approval of the Association except to the owner of another unit.

c. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

d. Devise or inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

e. Other transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

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

a. Notice to Association.

(1) Sale. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if that

demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A unit owner intending to make a bona fide lease of a unit or any interest in it shall give to the Association notice of that 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.

(3) Gift; devise or inheritance; other transfers. A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing a transferee's title.

(4) 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 a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed \$50, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of the 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. The certificate shall be recorded in the public records of Martin County, Florida at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of the 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 Martin County, Florida at the expense of the lessee.

(3) Gift; devise or inheritance; other transfers. If the notice is of an intended gift or

the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within 30 days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferree's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the public records of Martin County, Florida at the expense of the unit owner.

c. Approval of corporate owner or purchaser. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

12.3. Disapproval by the Association. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be treated in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within 30 days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchasers upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash, or upon terms approved by the seller.

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Martin County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a

certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Martin County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made.

c. Gifts; devise or inheritance; other transfer. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within ten days following the determination of the sale price.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Martin County, Florida, at the expense of the purchaser.

(5) If the association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Martin County, Florida, at the expense of the unit owner.

12.4. Mortgage. No unit owner may mortgage a unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5. Exceptions. The foregoing provisions of

the section entitled "Maintenance of Community Interests" shall not apply to:

a. a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

b. a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title;

c. a transfer to a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale;

d. a mortgage or transfer to or a purchase or other acquisition by Developer, nor to a lease, mortgage sale or other transfer by Developer.

12.6. Unauthorized transactions. Any sale, mortgage lease or assignment of lease that is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the Association.

13. COMPLIANCE AND DEFAULT

13. Compliance and default. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the Bylaws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

13.1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessors, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

13.2. Costs and attorney's fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

13.3. No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter

14. Amendments. Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

14.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by

a. not less than 2/3 rds of the entire membership of the board of directors and by not less than 2/3 rds of the votes of the entire membership of the Association; or

b. not less than 70% of the votes of the entire membership or the Association; or

c. not less than 50% of the entire membership of the board of directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modification in the shares are being made also shall approve the amendment.

(2) To change the boundaries between units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the units concerned.

(3) To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or mortgagees of condominium property.

14.3. Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the execution of the amendment. Neither shall an amendment make any change in the sections entitled "Insurance", "Reconstruction or repair after casualty" and "Condemnation" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

14.4. Execution and recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed.

The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Martin County, Florida. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall execute the certificate.

15. TERMINATION

15. Termination. The condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act:

15.1. Destruction. If it is determined in the manner elsewhere provided that the condominium property shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

15.2. Agreement. The condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units.

15.3. Approval and options to purchase. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than 75% of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than 30 days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the 60th day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. Exercise of option. The option shall be exercised in the following manner:

(1) A party desiring to exercise the option shall execute and deliver to the Association two counterparts of an agreement in a form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one offer is made for the purchase of the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and the termination of the condominium.

(2) The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.

(3) The exercise of the option shall be evidenced by the certificate of the Association

executed by its president and secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers and the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail return receipt requested to each record owner of the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.

b. Price. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. Payment. The purchase price shall be paid in cash or upon terms approved by the seller and the Association.

d. Closing. The sale shall be closed within ten days following the determination of the sale price, or within 60 days after the exercise of the option, whichever shall last occur.

e. Termination. The closing of the purchase of all of the units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

f. Failure to purchase. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.

15.4. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Martin County, Florida.

15.5. Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon

the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

15.6. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

16. ASSOCIATION PROPERTIES

16. Association properties. It is contemplated that the Developer shall construct a swimming pool and other facilities for the use of the members of this and other condominiums or parcels, and that the Association will accept a deed for the ownership of these facilities. The Association shall operate and maintain these Association properties, and the expenses thereof shall be equitably apportioned by the Association to those condominiums or other parcels, the owners of which are entitled to use the facilities. As to this condominium, the pro rata share of expenses shall be a common expense and shared by the individual unit owners in accordance with their percentage share of ownership in the common elements.

17. DEVELOPER'S RIGHT TO USE FACILITIES

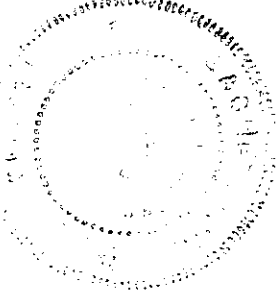
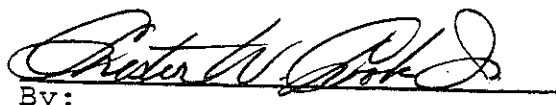
17. Developer's right to use facilities. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to use and occupy any unsold unit and the common elements for the purpose of a sales office, or for any other purpose until the developer has conveyed the last unit in FAIRWAY VILLAS of MILES GRANT.

18. SEVERABILITY AND CONCLUSION

18. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws and Regulations of the Association, shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

SACHET, INC. a Florida Corporation

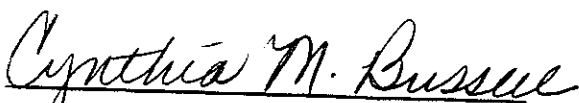
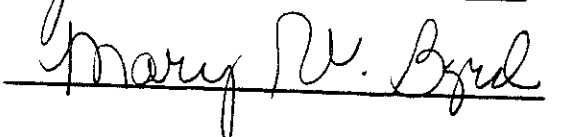



By:

President

Attest: 
Secretary

Signed, sealed and delivered
in the presence of:

G.R. BOOK 485 PAGE 1421

STATE OF FLORIDA)

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 13th day of December, 1979, by CHESTER W. COOK, JR. and SALLY ANN COOK, President and Secretary, respectively, of SACHET, INC., a Florida corporation, on behalf of the corporation.



Cynthia M. Bussell
Notary Public

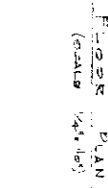
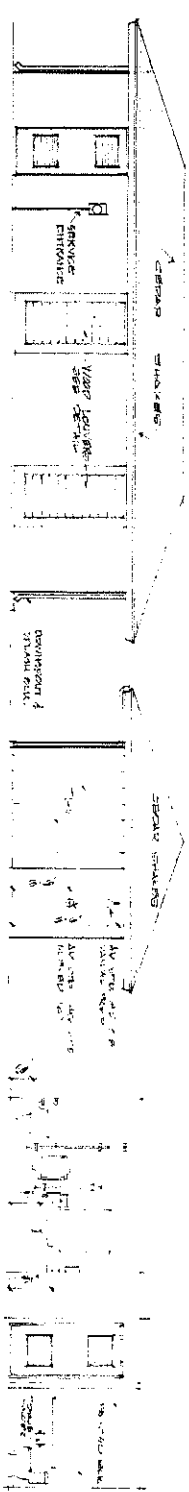
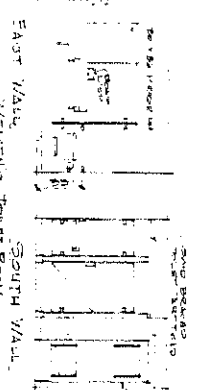
My Commission Expires: September 25, 1981

EXHIBIT A

LEGAL DESCRIPTION
FAIRWAY VILLAS OF MILES GRANT, SECTION TWO-A
A CONDOMINIUM

A portion of Lot 16, Hanson Grant, Commissioners Subdivision as recorded in Plat Book "B", Page 59, of the Public Records of Dade County, Florida, described as follows:

Commence at the intersection of the Northerly right-of-way line of Cove Road East and the East boundary of William Lukert Tract, as recorded in Deed Book 114, Page 228, of the Public Records of Palm Beach County, Florida, thence North 66°22'51" East, along the said North right-of-way line of Cove Road East, 538.82 feet, thence North 23°45'45" West, 45.00 feet to the point of beginning, thence South 66°22'51" West, 12.01 feet to a point on the arc of a radially tangent curve, thence Northerly along the arc of said curve being concave to the East and having a radius of 13.00 feet, a delta of 90°, an arc distance of 20.42 feet, thence along a radially extended line, North 23°37'09" West, 35.00 feet, thence South 66°22'51" West, 39.90 feet, thence North 23°37'09" West, 21.73 feet, thence North 21°05'40" East, 198.00 feet, thence North 25°50'04" West, 130.00 feet, thence North 17°09'27" East, 145.04 feet, thence North 25°50'04" West, 67.00 feet, thence North 64°09'56" East, 207.56 feet, thence South 25°50'04" East, 122.50 feet, thence South 64°09'56" West, 32.11 feet, thence South 25°50'04" East, 48.00 feet, thence South 08°19'28" East, 299.82 feet, thence South 23°54'20" East, 62.87 feet, thence South 66°05'40" West, 290.64 feet to the point of beginning. Said lands lying in Martin County, Florida.

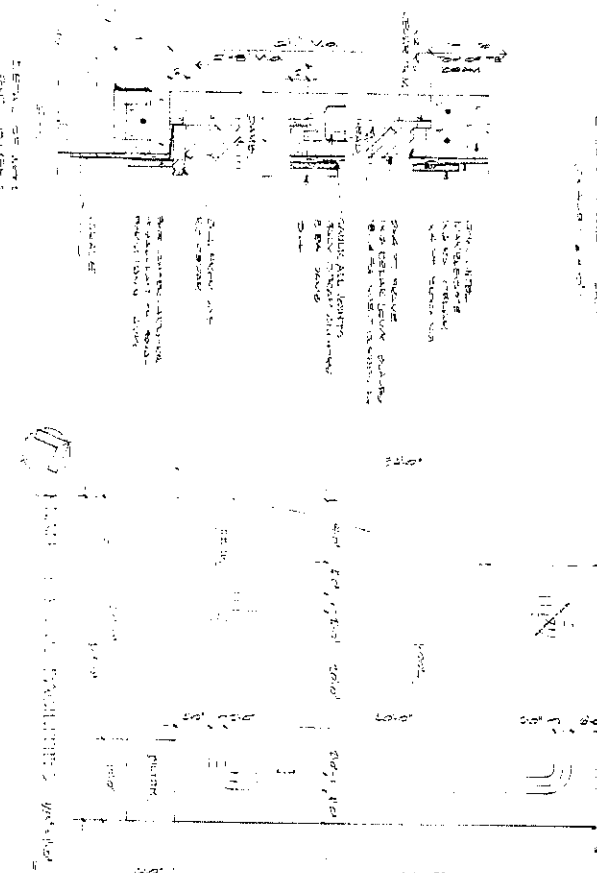


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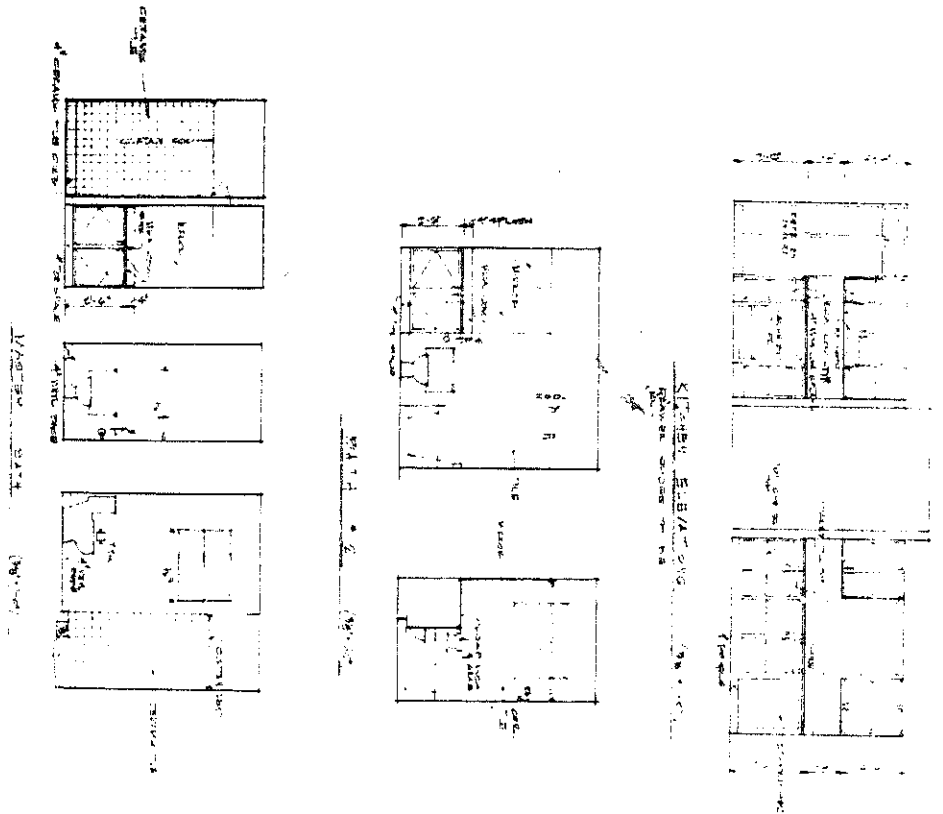
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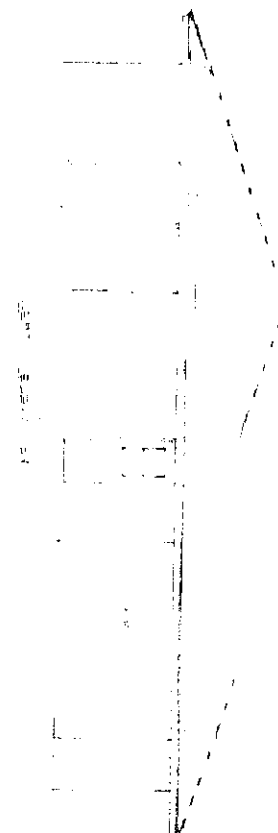
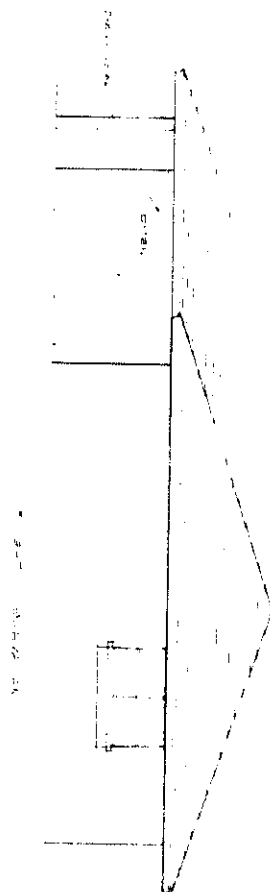
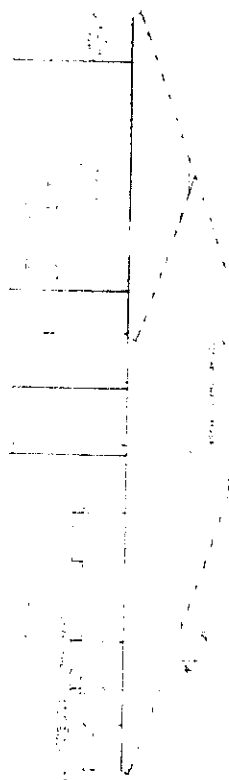
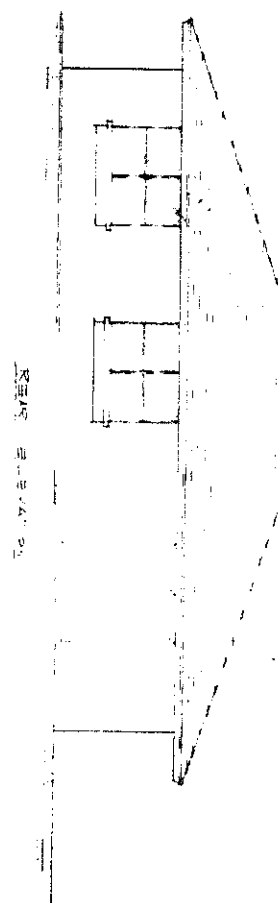
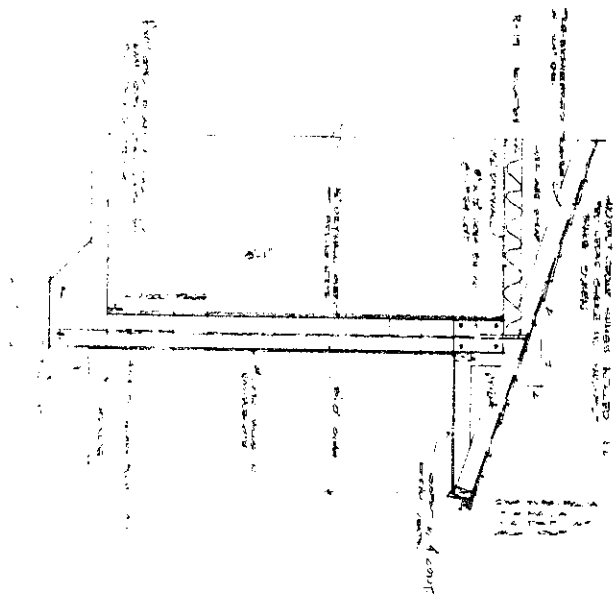
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This floor plan illustrates the living room with open attached den option which is available at purchaser's request.





Record and Return to:
Jane L. Cornett
Cornett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

=====THIS SPACE FOR RECORDER'S USE=====

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM
FAIRWAY VILLAS OF MILES GRANT,
SECTION ONE, SECTION TWO A AND SECTION TWO B**

The Declarations of Condominium for Fairway Villas of Miles Grant were recorded in the Public Records of Martin County, Florida, at Official Records Book 471, Page 1453 et.seq. (Section One), and Official Records Book 485, Page 1394 et.seq. (Section Two A), and Official Records Book 493, Page 1682 et.seq., and re-recorded at Official Records Book 494, Page 1226 et.seq. (Section Two B). The same Declarations of Condominium are hereby amended as approved by the members at the annual meeting held on March 4, 2009 and by mortgagees as required.

1. Article 8, Sections 8.1, 8.2 and 8.4 are hereby amended as follows:

8. INSURANCE

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1 Purchase; named insured; custody and payment of policies.

a. Purchase. All insurance policies, except for casualty policies per 718.111(11)(e) and Article 8.2 of this Declaration, upon the condominium property except for the insurance on the individual free standing buildings, as provided in Article 8.2(a), shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida. Pursuant to Florida Statute 718.111(11)(g)(2), each condominium unit owner is required to have certain kinds of insurance coverage provided by a licensed insurance company (self-insurance is not permitted) and each owner is required to provide evidence of that coverage to the association at least once each year. The amount of coverage shall be for the full replacement value of the villa.

b. Named insured. In policies held by individual owners as required in 8.1.a., the named insured shall be the unit owner. The insurance policy must also include the association as a named insured. For all other policies, the named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. In addition to insure coverage for the structure as

required in 8.1.a., unit owners must obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

c. Copies of mortgagees. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to any mortgagee upon request.

8.2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured by each unit owner for full replacement value except for a deductible not to exceed five percent (5%) of the full value of the unit. Full replacement value shall be determined by the board of directors through an insurance appraisal, updated at least every three (3) years. The cost of the appraisals shall be a common expense. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief.

All portions of the individual free standing building shall be insured by each unit owner as well as the following: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, and inside paint and other inside wall finishes.

(3) Each owner shall provide to the Association annually a copy of a certificate of insurance showing the coverage required by section 8. and including the Association as an additional named insured. Should an owner fail to provide proof of such insurance, the Association may compel unit owner compliance through any applicable legal process (arbitration per FS 718 or the courts) or may purchase such insurance and charge the owner. Should an owner fail to pay when charged, the cost of insurance will be an assessment and lien against the unit as provided in FS 718.116 and section 6.3 of this Declaration.

When appropriate and possible, the policies shall waive the insurer's right to:

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the board of directors of the Association, or by a member of the board of directors of the Association or by one or more unit owners.

b. Public liability in such amounts and with such coverage as shall be required by the board of directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the board of directors shall determine from time to time to be desirable.

(Section 8.3 is unchanged.)

8.4 Shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association in trust for the unit owners.

(Sections 8.5, 8.6 and 8.7 are unchanged.)

2. Article 9, Sections 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6 are hereby amended as follows:

9.1 Determination whether to reconstruct and repair. Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser damage. If units to which 50% of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

b. Major damage. If units to which more than 50% of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty,

the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all unit owners as a common expense.

9.2 Report of damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Association on account of the damage, a report of the damage shall be prepared by the Association. The report shall include the following information:

a. Date and cause of damage.

b. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

c. Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

d. Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

e. Schedule of damage for which unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

9.3 Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled "Maintenance, alteration and improvement." Costs of such repairs shall be paid by the owner of the damaged unit.

9.4 Plans and specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits' or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all units the plans for which are to be altered.

9.5 Assessments; determination of sufficiency of funds.

a. Assessments. All costs of repair of a unit shall be the expense of the owner of the damaged unit. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

b. Determination of sufficiency of funds. The sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association.

9.6 Disbursement of funds. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order;

a. Termination of the condominium. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to unit owners and their mortgages being made payable jointly to them.

b. Reconstruction and repair of damage. If the damaged property is reconstructed and repaired, the funds shall be disbursed by the Association.

(1) The funds shall be disbursed in payment of repair costs in the manner required by the board of directors of the Association.

(2) Surplus. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to all owners.

c. Proviso. Provided, however, that under the following circumstances the approval of an architect shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

(1) When the report of damage shows that the damaged property includes structural parts of a building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceeds \$1,000,000.00.

(Section 9.7 is unchanged.)

3. Article 11.5 is hereby amended as follows:

11.5 Leasing. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented, and no transient tenants may be accommodated. The rental period for any unit shall be a minimum of three (3) months and limited to one rental per fiscal year (July to June).

4. The foregoing amendments to the Declarations of Condominium were adopted by the members and mortgagees by a vote sufficient for approval.

3. All provisions of the Declarations of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 14 day of April, 2009.

WITNESSES:

Nancy Ben

Witness #1 Signature

NANCY BEN

Witness #1 Printed Name

Carmen Y. Navy

Witness #2 Signature

Carmen Y. NAVY

Witness #2 Printed Name

Nancy Ben

Witness #1 Signature

Nancy BEN

Witness #1 Printed Name

Carmen Y. Navy

Witness #2 Signature

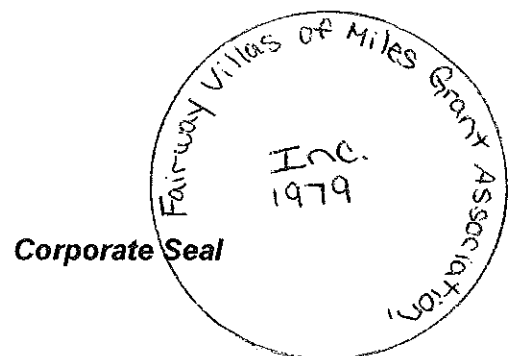
Carmen Y. NAVY

Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Susan Koester
Susan Koester, President

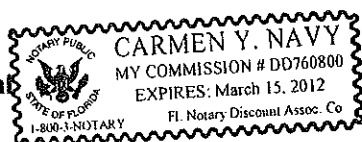
By: Sylvia Tobin
Sylvia Tobin, Secretary



STATE OF FLORIDA
COUNTY OF MIRNA

The foregoing instrument was acknowledged before me this 14 day of April, 2009 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

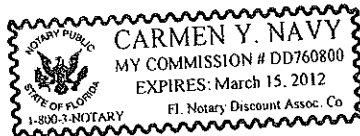
Notary Seal



Carmen Y. Navy
Notary Public

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 16 day of April, 2009 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [x] who is personally known to me or [] who has produced identification [Type of Identification: _____].



Notary Seal

Carmen Y. Navy
Notary Public

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declarations of Condominium, a copy of which is attached hereto, were duly and regularly approved by the members and at the annual meeting held on March 4, 2009 and by mortgagees as required.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 16 day of April, 2009.

WITNESSES:

Nancy Ben
Witness #1 Signature

Nancy Ben
Witness #1 Printed Name

Carmen Y. Navy
Witness #2 Signature

CARMEN Y. NAVY
Witness #2 Printed Name

Fairway Villas of Miles Grant Association,
Inc.

By: Susan Koester
Susan Koester, President

Nancy Ben

Witness #1 Signature

Nancy Ben

Witness #1 Printed Name

Carmen Y. Navy

Witness #2 Signature

Carmen Y. Navy

Witness #2 Printed Name

By: Sylvia Tobin

Sylvia Tobin, Secretary

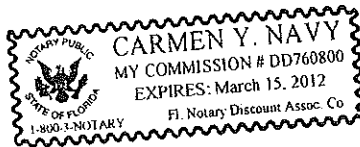
Corporate Seal

STATE OF Florida

COUNTY OF MONTE

The foregoing instrument was acknowledged before me this 16 day of April, 2009 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

Notary Seal



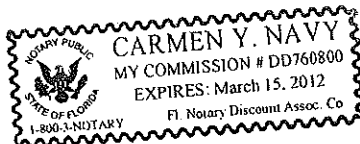
Carmen Y. Navy
Notary Public

STATE OF Florida

COUNTY OF MONTE

The foregoing instrument was acknowledged before me this 16 day of April, 2009 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

Notary Seal



Carmen Y. Navy
Notary Public

Record and Return to:
Jane L. Cornett
Cornett, Gooze & Associates, P.A.
P.O. Box 66
Stuart, FL 34995

INSTR # 2223191
OR BK 02466 PG 1133
Pgs 1133 - 1136 (4pgs)
RECORDED 07/20/2010 04:42:42 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM
FAIRWAY VILLAS OF MILES GRANT,
SECTION ONE, SECTION TWO A AND SECTION TWO B**

The Declarations of Condominium for Fairway Villas of Miles Grant were recorded in the Public Records of Martin County, Florida, at Official Records Book 471, Page 1453 et.seq. (Section One), and Official Records Book 485, Page 1394 et.seq. (Section Two A), and Official Records Book 493, Page 1682 et.seq., and re-recorded at Official Records Book 494, Page 1226 et.seq. (Section Two B) and all as previously amended at Official Records Book 2386, Page 787 et.seq. The same Declarations of Condominium are hereby amended as approved by the members at the annual meeting held on March 3, 2010.

1. Article 8, Section 8.2 a. subparagraph 2 is hereby amended as follows:

8.2. Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured by each unit owner for full replacement value except for a deductible not to exceed five percent (5%) of the full value of the unit. Full replacement value shall be determined by the board of directors through an insurance appraisal, updated at least every three (3) years. The cost of the appraisals shall be a common expense. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering vandalism and malicious mischief.

All portions of the individual free standing building shall be insured by each unit owner as well as the following: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, and inside paint and other inside wall finishes.

(Other provisions of this article remain unchanged.)

2. The foregoing amendment to the Declarations of Condominium was adopted by the members by a vote sufficient for approval.

3. All provisions of the Declarations of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15 day of July, 2010.

WITNESSES:

Nancy Ben

Witness #1 Signature

NANCY BEN

Witness #1 Printed Name

Jill Regis

Witness #2 Signature

Jill Regis

Witness #2 Printed Name

Nancy Ben

Witness #1 Signature

NANCY BEN

Witness #1 Printed Name

Jill Regis

Witness #2 Signature

Jill Regis

Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF Martin

Fairway Villas of Miles Grant Association, Inc.

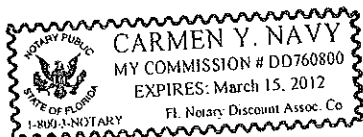
By: Susan Koester
Susan Koester, President

By: Sylvia Tobin
Sylvia Tobin, Secretary

Corporate Seal

The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal

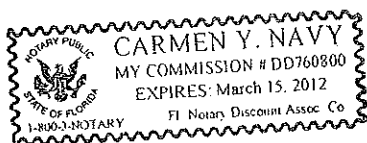


Carmen Y. Navy
Notary Public

STATE OF Florida
COUNTY OF Marlin

The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal



Carmen Y. Navy
Notary Public

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declarations of Condominium, a copy of which is attached hereto, was duly and regularly approved by the members and at the annual meeting held on March 3, 2010.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 15 day of July, 2010.

WITNESSES:

Nancy Ben
Witness #1 Signature

Nancy Ben
Witness #1 Printed Name

Jill Register
Witness #2 Signature

Jill Register
Witness #2 Printed Name

Nancy Ben
Witness #1 Signature

NANCY BEN
Witness #1 Printed Name

Jill Register
Witness #2 Signature

Jill Register
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Susan Koester
Susan Koester, President

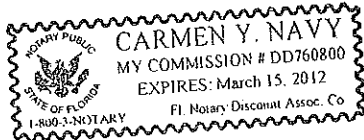
By: Sylvia Tobin
Sylvia Tobin, Secretary



STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Susan Koester as President of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal

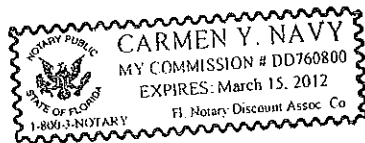


Carmen Y. Navy
Notary Public

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 15 day of July, 2010 by Sylvia Tobin as Secretary of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal



Carmen Y. Navy
Notary Public



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM
FAIRWAY VILLAS OF MILES GRANT,
SECTION ONE, SECTION TWO A AND SECTION TWO B**

The Declarations of Condominium for Fairway Villas of Miles Grant were recorded in the Public Records of Martin County, Florida, at Official Records Book 471, Page 1453 et.seq. (Section One), and Official Records Book 485, Page 1394 et.seq. (Section Two A), and Official Records Book 493, Page 1682 et.seq., and re-recorded at Official Records Book 494, Page 1226 et.seq. (Section Two B) and all as previously amended at Official Records Book 2386, Page 787 et.seq. and amended at Official Records Book 2466, Page 1133 et.seq. The same Declarations of Condominium are hereby amended as approved by the members at the annual meeting held on March 21, 2017.

1. Article 14.2 is hereby amended as follows:

14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

- a. not less than 2/3rds of the entire membership of the board of directors and by not less than 2/3rds of the votes of members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented; or
- b. not less than 2/3rds of the entire membership of the board of directors in the case of amendments that are only for one or more of the following purposes:

[The following paragraphs (1), (2) and (3) are unchanged.]

2. The foregoing amendment to the Declarations of Condominium was adopted by the members by a vote sufficient for approval.
3. All provisions of the Declarations of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Googe
Witness #1 Signature

Lisa Michelle Googe
Witness #1 Printed Name

Linda Dieben
Witness #2 Signature

Linda Dieben
Witness #2 Printed Name

Linda Dieben
Witness #1 Signature

Linda Dieben
Witness #1 Printed Name

Tammy Gale
Witness #2 Signature

Tammy Gale
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By Christine Gerard
Christine Gerard, President

By Mary Ann Brown
MARY ANN BROWN, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL S22986725].

Notary Seal

Lisa Michelle Googe
Notary Public

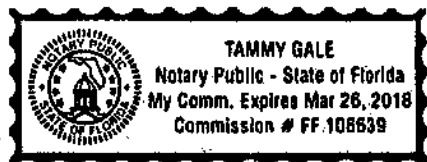
Commission Stamp/Seal:



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [X] who has produced identification [Type of Identification: NY Lic].

Notary Seal



Tammy Gale
Notary Public
Commission Stamp/Seal:

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declarations of Condominium, a copy of which is attached hereto, was duly and regularly approved by the members at the annual meeting held on March 21, 2017..

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ___ day of _____, 2017.

WITNESSES:

Lisa Michelle Gorge
Witness #1 Signature

Lisa Michelle Gorge
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Linda Dueben
Witness #1 Signature

Linda Dueben
Witness #1 Printed Name

Tammy Gale
Witness #2 Signature

Tammy Gale
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By Christine Girard, President

By Mary W Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Christie Givard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MADL S22986725].

Lisa Michelle Gooze
Notary Public

Commission Stamp/Seal:

Notary Seal



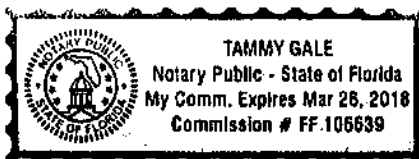
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: NY Lic].

Tammy Gale
Notary Public

Commission Stamp/Seal:

Notary Seal



ACTIVE: F18529/338935:9724099_1

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on June 13, 1979, as shown by the records of this office.

The charter number for this corporation is 747610.



CER 101
12-78

Given under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
14th day of June, 1979.

Leah C. Fu
Secretary of State

EXHIBIT D

ARTICLES OF INCORPORATION

OF

FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

Name and Definitions

The name of the corporation shall be FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE 2

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to F.S. 718.12 for the operation of FAIRWAY VILLAS OF MILES GRANT condominiums, located upon the following lands in Martin County, Florida:

COMMENCE at the intersection of the northerly right-of-way line of Cove Road East and the East boundary of WILLIAM LUKERT TRACT, as recorded in Deed Book 114, Page 228, of the Public Records of Palm Beach County, Florida; thence North 66°22'51" East, along the said North right-of-way line of Cove Road East, 239.67 feet; thence North 23°37'09" West, 45.00 feet to the POINT OF BEGINNING;

thence North 68°06'24" West, 280.55 feet;
thence North 24°04'15" West, 230.89 feet;
thence North 65°55'45" East, 135.00 feet;
thence North 48°32'44" East, 236.58 feet;
thence North 64°09'56" East, 759.00 feet;
thence South 10°48'09" East, 424.18 feet;
thence South 68°37'08" East, 60.00 feet;
thence South 23°54'20" East, 75.00 feet;
thence South 66°05'40" West, 209.25 feet;
thence North 23°54'20" West, 62.87 feet;
thence South 66°05'40" West, 70.00 feet;
thence South 23°54'20" East, 62.87 feet;
thence South 66°05'40" West, 290.64 feet;
thence South 66°22'51" West, 201.58 feet;
thence North 23°37'09" West, 42.58 feet;
thence South 66°22'51" West, 20.00 feet;
thence South 23°37'09" East, 42.58 feet;
thence South 66°22'51" West, 77.46 feet;
to the Point of Beginning. Said lands lying in Martin County, Florida.

ARTICLE 3

Powers

The powers of the Association shall include and shall be governed by the following provisions:

D.P. 471 PAGE 1499
BOOK

D.P. 485 PAGE 1436
BOOK

3.1. General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2. Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and any applicable Declaration of Condominium, and all of the powers and duties reasonably necessary to operate such condominiums pursuant to its Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before they shall become effective.

h. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of Condominium and the Bylaws.

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

l. To employ personnel to perform the services required for proper operation of the condominium (and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the

condominium).

m. To own, operate and maintain Association properties, the expenses of which shall be equitably apportioned to those parcels entitled to use the facilities.

3.3 Purchase of units. (Except as provided for living accommodations of management personnel,) the Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4. Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5. Distribution of income. The Association shall make no distribution of income to its members, directors or officers.

3.6. Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4

Members

4.1. Membership. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2. Evidence. After approval of the transfer, or of the ownership, of a unit in the manner required by the declaration of condominium, change of membership in the Association shall be established by (a) recording in the public records of Martin County, Florida, a certificate of the Association stating the approval required by the declaration, (b) recording in the public records of Martin County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

4.3. Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4. Voting. A member of the Association shall be entitled to at least one vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

Directors

5.1. Number and qualification. The affairs of the

O.R.
BOOK 471 PAGE 1501

O.R.
BOOK 485 PAGE 1438

Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.

5.2. Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3. Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4. Term of first directors. Except as may be provided by statute, the first election of directors by members of the Association other than the developer of the condominium shall not be held until after the developer has closed the sales of all of the units of the condominium, or until after 1/1/81, whichever occurs first. The directors named in these Articles shall serve until their successors are elected by the members other than the developer; and any vacancies in their number occurring before the time for the election of their successors by the members other than the developer, shall be filled by the remaining first directors, or if there are none, then by the developer.

5.5. First directors. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Chester W. Cook, Jr. 201 S.W. Monterey Road
Stuart, Fla. 33494

Sally Ann Cook 201 S.W. Monterey Road
Stuart, Fla. 33494

Gerald W. Bashant 1310 N.W. Lakeside Trail
Stuart, Florida 33494

ARTICLE 6

Officers

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: Chester W. Cook, Jr.
201 S.W. Monterey Road
Stuart, Fla. 33494

Vice President and Assistant Secretary:

Gerald W. Bashant
1310 N.W. Lakeside Trail
Stuart, Fla. 33494

D.P. BOOK 471 PAGE 1502

D.P. BOOK 485 PAGE 1439

Secretary-Treasurer:

Sally Ann Cook
201 S.W. Monterey Road
Stuart, Fla. 33494

ARTICLE 7

Indemnification

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE 8

Bylaws

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 9

Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

9.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either

a. by not less than 66 2/3% of the entire membership of the board of directors and by not less than 66 2/3% of the votes of the entire membership of the Association; or

b. by not less than 70% of the votes of the entire membership of the Association.

9.3. Limitation. Provided, however, that no amendment

O R
BOOK 471 PAGE 1503

-5- O R
BOOK 485 PAGE 1440

shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in §§3.3 to 3.6 of Article 3, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4. Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the public records of Martin County, Florida.

ARTICLE 10

Term

The term of the Association shall be perpetual.

ARTICLE 11

Subscribers

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Chester W. Cook, Jr.
201 S.W. Monterey Road
Stuart, Fla. 33494

Sally Ann Cook
201 S.W. Monterey Road
Stuart, Fla. 33494

Gerald W. Bashant
1310 N.W. Lakeside Trail
Stuart, Fla. 33494

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 23rd day of May, 1979.


CHESTER W. COOK, JR.



SALLY ANN COOK


GERALD W. BASHANT

STATE OF FLORIDA
COUNTY OF MARTIN

CHESTER W. COOK, JR., SALLY ANN COOK and GERALD W. BASHANT, appeared before me, and after being duly sworn, they acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in the Articles on this 23 day of May, 1979.

(Notary Seal)


Notary Public
My Commission Expires: Sept. 25,
1981



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENTS
TO THE
ARTICLES OF INCORPORATION
OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**

The Articles of Incorporation of Fairway Villas of Miles Grant Association, Inc. were recorded in the public records of Martin County, Florida, at Official Records Book 471, Page 1499 et.seq. The same Articles of Incorporation are hereby amended as approved by the members at the annual meeting held March 21, 2017.

1. Article 3.2 g. is hereby amended as follows:

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and any applicable Declaration of Condominium, and all of the powers and duties reasonable necessary to operate such condominiums pursuant to its Declaration and as it may be amended from time to time, including but not limited to the following:

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less 2/3rds of the votes of members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented before they shall become effective.

2. Article 9.2 is hereby amended as follows:

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be by not less than 2/3rds of the entire membership of the board of directors and by not less than 2/3rds of the votes of the members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented.

3. The foregoing amendments to the Articles of Incorporation were adopted by the members by a vote sufficient for approval.

4. All provisions of the Articles of Incorporation are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Googe
Witness #1 Signature

Lisa Michelle Googe
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Tammy Gale
Witness #1 Signature

Tammy Gale
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Gerard, President

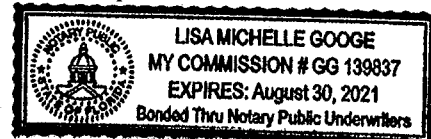
By: Mary W. Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL S22986725].

Notary Seal

Lisa Michelle Googe
Notary Public
Commission Stamp/Seal:



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [X] who has produced identification [Type of Identification: NY Lic].

Tammy Galt
Notary Public
Commission Stamp/Seal:

Notary Seal

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Articles of Incorporation, a copy of which are attached hereto, were duly and regularly approved by the members at the annual meeting held March 21, 2017.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Gorge
Witness #1 Signature

Lisa Michelle Gorge
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Tammy Galt
Witness #1 Signature

Tammy Galt
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Grand, President

By: Mary W Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL S22986725].

Lisa Michelle Googe

Notary Public
Commission Stamp/Seal:

Notary Seal



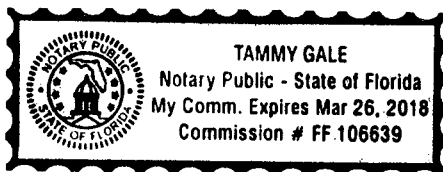
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: NY Lic.].

Tammy Gale

Notary Public
Commission Stamp/Seal:

Notary Seal



ACTIVE: F18529/338935:9725019_1

EXHIBIT E

BYLAWS

FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

A Corporation not for profit

under the laws of the State of Florida

1. Identity. These are the Bylaws of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on . The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominiums are identified by the name FAIRWAY VILLAS OF MILES GRANT and are located upon the following lands in Martin County, Florida:

COMMENCE at the intersection of the northerly right-of-way line of Cove Road East and the East boundary of WILLIAM LUKERT TRACT, as recorded in Deed Book 114, Page 228, of the Public Records of Palm Beach County, Florida; thence North 66°22'51" East, along the said North right-of-way line of Cove Road East, 239.67 feet; thence North 23°37'09" West, 45.00 feet to the POINT OF BEGINNING;

thence North 68°06'24" West, 280.55 feet;
thence North 24°04'15" West, 230.89 feet;
thence North 65°55'45" East, 135.00 feet;
thence North 48°32'44" East, 236.58 feet;
thence North 64°09'56" East, 759.00 feet;
thence South 10°48'09" East, 424.18 feet;
thence South 68°37'08" East, 60.00 feet;
thence South 23°54'20" East, 75.00 feet;
thence South 66°05'40" West, 209.25 feet;
thence North 23°54'20" West, 62.87 feet;
thence South 66°05'40" West, 70.00 feet;
thence South 23°54'20" East, 62.87 feet;
thence South 66°05'40" West, 290.64 feet;
thence South 66°22'51" West, 201.58 feet;
thence North 23°37'09" West, 42.58 feet;
thence South 66°22'51" West, 20.00 feet;
thence South 23°37'09" East, 42.58 feet;
thence South 66°22'51" West, 77.46 feet;
to the Point of Beginning. Said lands lying in Martin County, Florida.

1.1. The office of the Association shall be at 201 S.W. Monterey Road, Stuart, Florida 33494.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

2. Members.

2.1. Roster of members. The Association shall maintain a roster of the names and mailing addresses of unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time. Each member shall furnish to the Association a certified copy of the record evidence of his title substantiating his membership in the manner required by the Articles of Incorporation and the Declaration of Condominium.

2.2. Annual meeting. The annual members' meeting shall be held on the first Wednesday in March each year at 10:00 A.M. local time, in the office of the condominium or at such other place in Stuart, Florida as the President or a majority of the board of directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members; provided that if the date for the first annual meeting of members subsequent to relinquishment of control by the developer of the condominium is less than six months after the first election of directors by the membership of the Association, this annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.3. Special Members' meetings shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4. Notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than fourteen days nor more than sixty days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

2.5. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.6. Voting.

a. In any meeting of members the owners of each unit shall be entitled to cast one vote unless the

decision to be made is elsewhere required to be determined in another manner.

b. If a unit is owned by one person his right to vote shall be established by the roster of members. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. One person may hold no more than five proxies.

2.8. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by President
- b. Election of chairman of the meeting
- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment

2.10. Proviso. Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of not less than three nor more

than eleven directors, the exact number to be determined at the time of election.

3.2. Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of five members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Any director may be removed by concurrence of two thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. Provided, however, that until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

3.3. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The organization meeting of a newly-elected board of directors shall be held within ten days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. A notice of regular meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail,

telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association except in an emergency.

3.7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.8. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of that director for the purpose of determining a quorum.

3.11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13. Directors' fees, if any, shall be determined by the members.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5. Officers.

5.1. The executive officers of the Association shall be a President, who shall be a director, a Vice President,

who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

5.3. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6. The Treasurer shall have custody of all property of the association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.7. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions.

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses.

a. Current expense, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements (or to operations). The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Capital surplus for

(1) Deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(2) Replacements, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

c. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from that operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against villa owners, which assessments may be made in advance in order to provide a working fund.

6.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. Deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. Replacements, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$10,000; provided, however, that in the expenditure of this fund no sum in excess of \$2,500 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.

e. Operations, the amount of which may be to provide a working fund to meet losses.

f. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

g. Further provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all units of the condominiums, or until developer elects to terminate its control of the condominiums, or until January 1, 1981, whichever shall first occur, the board of directors may omit from the budget all allowances for contingencies and capital surplus.

6.3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into four equal assessments, one of which shall be due on the first day of each calendar quarter of the year for which the assessments are made, or thirty days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on the first day of each calendar quarter until changed by an amended assessment. In the event a quarterly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing quarter and for all of the unpaid operating expenses previously incurred, the board of directors shall amend the budget and shall make amended quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

6.4. Assessments for charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval of a member, and may include, but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

6.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. The depository of the Association shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal

of moneys from those accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8. Fidelity bonds shall be required by the board of directors from all persons handling or responsible for Association funds. The amount of those bonds and the sureties shall be determined by the directors. The premiums on the bonds shall be paid by the Association.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. Amendments. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

8.1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than 66 2/3% of the entire membership of the board of directors and by not less than 66 2/3% of the votes of the entire membership of the Association; or

b. by not less than 70% of the votes of the entire membership of the Association; or

c. until a majority of the directors are elected by members other than the Developer of the condominium, only by all of the directors.

8.3. Proviso. Provided, however, that no amendment shall discriminate against any member not against any unit or class or group of units unless the members so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

8.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and

The foregoing were adopted as the Bylaws of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on

Lucy Ann Cook
Secretary


President

79 MAY 25 P 1: 28

JOINDER OF MORTGAGEE

FIRST NATIONAL BANK & TRUST COMPANY OF STUART, a National banking association, herein called the Mortgagee, the owner and holder of a mortgage upon the following lands in Martin County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. which mortgage is dated June 11, 1979 and recorded in O. R. Book 473, page 445, public records of Martin County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the following-described property in Martin County, Florida:

All of the units of FAIRWAY VILLAS OF MILES GRANT, SECTION TWO-A, a condominium, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the units, including but not limited to all of the undivided shares of the common elements.

FIRST NATIONAL BANK & TRUST
COMPANY OF STUART

By: Sharen K. Welker
SHAREN K. WELKER, Vice President

Attest: James C. Anthony III
JAMES C. ANTHONY, III,
Vice President & Cashier

STATE OF FLORIDA)
COUNTY OF MARTIN)

11/11 The foregoing instrument was acknowledged before me this day of December, 1979, by SHAREN K. WELKER, the Vice President and JAMES C. ANTHONY III, the Vice President and Cashier of the First National Bank & Trust Company of Stuart.

(Notary Seal)

Dina Marie Fairman Chalk
Notary Public

My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 18 1983
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT A

LEGAL DESCRIPTION
FAIRWAY VILLAS OF MILES GRANT, SECTION TWO-A
A CONDOMINIUM

A portion of Lot 16, Hanson Grant, Commissioners Subdivision as recorded in Plat Book "B", Page 59, of the Public Records of Dade County, Florida, described as follows:

Commence at the intersection of the Northerly right-of-way line of Cove Road East and the East boundary of William Lukert Tract, as recorded in Deed Book 114, Page 228, of the Public Records of Palm Beach County, Florida, thence North 66°22'51" East, along the said North right-of-way line of Cove Road East, 538.82 feet, thence North 23°45'45" West, 45.00 feet to the point of beginning, thence South 66°22'51" West, 12.01 feet to a point on the arc of a radially tangent curve, thence Northerly along the arc of said curve being concave to the East and having a radius of 13.00 feet, a delta of 90°, an arc distance of 20.42 feet, thence along a radially extended line, North 23°37'09" West, 35.00 feet, thence South 66°22'51" West, 39.90 feet, thence North 23°37'09" West, 21.73 feet, thence North 21°05'40" East, 198.00 feet, thence North 25°50'04" West, 130.00 feet, thence North 17°09'27" East, 145.04 feet, thence North 25°50'04" West, 67.00 feet, thence North 64°09'56" East, 207.56 feet, thence South 25°50'04" East, 122.50 feet, thence South 64°09'56" West, 32.11 feet, thence South 25°50'04" East, 48.00 feet, thence South 08°19'28" East, 299.82 feet, thence South 23°54'20" East, 62.87 feet, thence South 66°05'40" West, 290.64 feet to the point of beginning. Said lands lying in Martin County, Florida.

FILED
CLERK
D.E.
29 DEC 14 P2:58
MARTIN COUNTY, FLA

513745

TO: Each Member Phase III of the Fairway Villas of
Miles Grant

FROM: The Board of Directors

SUBJECT: Amendments to By-Laws (Voted on by Unit Owners on
March 7, 1984 at the Annual Meeting)

Under the Condominium Act Florida Statute #718, all Condominiums are governed by an Association of Members. In the Case of Phase III, 46 Owner-Members.

The following rules and regulations have been approved and endorsed by your Board of Directors, and approved by the general membership at their annual meeting, and are effective May 1, 1984. If anything contained in these regulations is in conflict with the Fairway Villas of Miles Grant Condominium III, Inc., Condominium Documents, the Condominium Documents will prevail.

These regulations are designed to conform to Article XII of the By-Laws and Articles XI, XII, and XVIII of the Declaration of Condominiums of the Fairway Villas of Miles Grant Phase III, Inc. The intent is to make living in your Villas pleasant and comfortable as well as to protect the value of your investment.

Objectionable behavior is not acceptable even if it is not specifically covered in the Regulations. Violations of the Regulations by owner's employees, guests, children, or pets are the responsibility of the owner.

Regulations will be enforced as follows:

1. Complaints of violations are to be made to the Board of Directors in writing.
2. Violations will be called to the attention of the violator in writing.
3. The Board will assess a fine for repeated violations.

PUBLIC AREAS

1. Walkways and driveways shall not be obstructed or used for any purpose other than entering or leaving the buildings.
2. Neither the public areas of the condominium nor the exterior of any building shall be altered in appearance by any individual owner or group of owners unless the Board of Directors has, in writing specifically approved the plans for such alterations.
3. All traffic signs and posted speed limits shall be strictly observed by owners and guests.

4. Lawn furniture shall not be kept on the lawns except when in actual use.
5. Electric golf carts, velocipedes, baby carriages, scooters, or similar vehicles shall not be parked and shall not be allowed to stand in parking spaces, public passageways, or other common areas unless such areas are specifically set aside by the Board of Directors for such purpose. Further, no house trailers, boat trailers, boats, camping trailers, campers, trucks, or other similar vehicles shall be parked in the parking areas, driveway or carport, provided however, that while loading or unloading, trucks and other vehicles may be parked temporarily in designated driveways. Only with permission of the Board of Directors, light weight noncommercial vans, i.e., people carriers, are permitted and considered in the same category as station wagons but are not to be used for sleeping, changing clothes, etc. Motorbikes, mopeds and motorcycles are restricted to transportation use only and not allowed to stand in parking spaces, public passageways, or other common areas.
6. Bicycles shall be ridden or walked only on streets. Riding on grassed areas is strictly prohibited.
7. All notices to be displayed on bulletin boards must be approved by the Board of Directors before insertion.
8. No door to door soliciting is permitted.
9. Our limited parking areas are to be used only by guests or those using the pool.
10. All problems pertaining to exterior of villas must be reported to the Board of Directors for their approval.
11. Permission must be obtained from the Board of Directors before initiating or replacing any plantings in the common areas.

PETS

1. Owner is responsible for his pet not making a nuisance of itself, including excessive barking.
2. Pets are absolutely forbidden in the pool, recreation, or golf course areas.
3. Each pet owner must be equipped with a pooper-scooper (or tissue) and plastic bag when walking his pet and must immediately clean up after it.

NOISE AND DISTURBANCE

1. Ball playing and games are strictly prohibited in near proximity to residential units where grass or plantings can be damaged or residents disturbed.
2. Noise of all kinds shall be kept low enough so as not to disturb neighbors. Likewise, nothing shall be done that might interfere with the rights, comfort, or convenience of other owners or occupants.
3. Proper coverings shall be installed at Villa windows and doors within a reasonable time after occupancy.

WINDOWS

1. No awnings, ventilators, or air conditioning devices shall be installed without proper approval of the Board of Directors.
2. No mops, laundry, clothing, cleaning cloths, bathing attire, towels, rugs, or doormats may be hung from any window, door, driveway or carport, nor exposed on any part of the buildings. Anything protruding beyond exterior walls of buildings to be approved by the Board of Directors.
3. No signs, notices, or advertising shall be placed in the windows, on the doors, or any other exterior of the buildings, exclusive of the official bulletin boards.

POOL

1. Use of the pool is strictly at the swimmer's own risk.
2. Pool hours shall be from 8:00 A.M. to 10:00 P.M.
- *3. A shower must be taken before entering the pool and upon re-entering the pool if oil or tanning lotion is used. However, this shower is not to be used as a personal bathing facility for shampooing and overall body soaping.
- *4. Diving or jumping into the pool is forbidden.
- *5. No glass or breakable containers are to be used in the pool area.
6. Children under 16 must be accompanied by an adult whenever in the pool area.
7. No rafts, floats, scuba gear, or fins may be used in the pool. Life vests are permitted.
- * State Regulations.

O R
BOOK 601 PAGE 1510

POOL - (continued)

8. No ball playing, running, shouting, or excessive noise in the pool area is permitted.
9. Individuals (both male and female) walking to and from the pool must wear a "cover-up" over their bathing suit; regulation swim wear only at the pool - no cut-off jeans or substitutes permitted. Infants must wear protective waterproof covering over their diapers while in the pool.
10. To minimize staining the pool furniture while wearing wet bathing suits or suntan lotions or creams, the furniture must first be covered with a large towel.
11. Pool parties may be held provided prior arrangements have been made with the President or Vice-President of the Board or Social Director
12. Pool furniture shall not be removed from the pool area without specific approval of the Board of Directors.
13. House guests have unlimited privileges to use the pool, provided they observe all rules. Regarding local guests - the host must be present at the pool with the guest. The host should limit a local guest to minimal visits to the pool per month.

SALES, LEASES, AND OTHER CONVEYANCES

1. Condominium residences were conceived to provide individual ownership and occupancy in multi-unit structures. They were not conceived for overnight occupancy or short term rentals; such occupancy creates difficult security problems and, in most instances, an inconvenience to permanent residents. Accordingly, the rental period for any unit shall be a minimum of three months and limited to one rental per calendar year.
2. The provisions of Article XII of Declaration of Condominium, Fairway Villas of Miles Grant Phase III shall apply to all unit sales, leases/rentals. Said provisions may be enforced by legal proceedings, or by any legal means calculated to produce compliance.

D R
BOOK 601 PAGE 1511
3. Owner shall present to the Board of Directors, in writing, thirty (30) days in advance, notice of intention to sell or lease/rent his villa, complete with name and present address of intended purchaser or lessee/tenant, according to Article XII. Said prospect to be investigated by the Board and notice of its decision, signed by an officer of Phase III, in writing, shall be furnished to seller/orlessor/landlord promptly. Owner, lessor/landlord to pay the sum of Ten Dollars (\$10.00) costs for each original investigation, plus reimbursement for any unusual costs expended by the Board conducting such investigation.

SALES, LEASES, ETC. (continued)

4. If an owner shall lease, rent, or otherwise permit use of his unit, he shall remain liable for the performance of all the covenants and agreements in the Condominium Documents and these Rules and Regulations. The owner shall provide a copy of these rules and regulations to the user of his unit; such copy to be displayed in a prominent place in the unit involved.
5. The Board of Directors must be informed whenever a villa is to be occupied by relatives or friends in owners absence.

RECORDED
INDEXED
MAY 3 1984
ALL: 07
MAY 11 1984
MAY 11 1984

STATE OF FLORIDA)
COUNTY OF MARTIN)

THIS IS TO CERTIFY THAT THE ABOVE AMENDMENTS TO BY-LAWS HAVE BEEN APPROVED BY AND ENDORSED BY THE BOARD OF DIRECTORS OF FAIRWAY VILLAS OF MILES GRANT, PHASE. III, AND APPROVED BY UNIT OWNERS AT THEIR ANNUAL MEETING.

BY: Arthur J. Kamm
President
ATTEST: Harriet H. Stote
Secretary

WITNESS my hand and official seal in the State and County aforesaid this 3rd day of May, 1984.

SEAL

O R
BOOK 601 PAGE 1512

Anthony L. Carquessani
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXP: AUG 24, 1987
BONDED THRU GEN. INSURANCE UND

FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

649353

5276 S. E. SEA ISLAND WAY

STUART, FLORIDA 33494

AMENDMENTS TO BY-LAWS, approved at the Annual Meeting of the Unit Owners on March 4, 1987.

1.2 The fiscal year of the Association shall be the fiscal year, July 1 to June 30.

2.2 Annual Meeting. The annual members' meeting shall be held on the first Wednesday in March each year at 7:30 p.m. local time in the Miles Grant Clubhouse or at such other place in Stuart, Florida as the President or a majority of the board of directors shall determine; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day which is not a holiday.

The balance of the paragraph shall remain the same.

6.2 Budget. The board of directors shall adopt a budget for each fiscal year, July 1 to June 30, that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts to good accounting practices as follows:

The balance of the paragraph shall remain the same

6.3 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the fiscal year annually in advance on or before March 20 preceding the year for which the assessments are made.

The balance of the paragraph shall remain the same.

6.7 An audit of the accounts of the Association shall be made annually by any qualified accountant, and a copy of the audit report shall be furnished to each member no later than October 1 of the year following the year for which the audit is made.

STATE OF FLORIDA)
COUNTY OF MARTIN)

THIS IS TO CERTIFY THAT THE ABOVE AMENDMENTS TO BY-LAWS HAVE BEEN APPROVED BY AND ENDORSED BY THE BOARD OF DIRECTORS OF FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., PHASE III, AND APPROVED BY UNIT OWNERS AT THEIR ANNUAL MEETING HELD ON MARCH 4, 1987



BY William L. Hicks
William L. Hicks, President

ATTEST Jean Asher
Jean Asher, Secretary

WITNESS my hand and official seal in the State and County aforesaid this 31st
day of March, 1987.



Dorothy L. Cunningham
NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXP: AUG 24, 1987
BONDED THRU GEN. INSURANCE UND

FILED
CLERK OF DISTRICT COURT
BY WRC
D.C.

87 APR 2 P12: 24

FILED
MARTIN COUNTY, FLA.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

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MARSHA EWING MARTIN COUNTY DEPUTY CLERK S PHOENIX

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS
OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**
(a corporation not-for-profit under the laws of the State of Florida)

The By-Laws of Fairway Villas of Miles Grant Association, Inc., were recorded in the public records of Martin County, Florida at Official Records Book 471, Page 1505, et. seq., as amended at Official Records Book 713, Page 2271, et. seq. The same By-Laws are amended as approved by the membership by vote sufficient for approval at the Unit Owners Meeting held on March 4, 1981 at the Miles Grant Country Club.

1. Article 3 - Directors, is amended to read as follows:
 - 3.1 Membership: The affairs of the Association shall be managed by a Board of seven (7) Directors.
 - 3.3 Term: The term of each Director's service shall be for two (2) years until his successor is duly elected and qualified or until removed in the manner elsewhere provided.

(THE BALANCE OF ARTICLE 3 REMAINS UNCHANGED)

2. The foregoing Amendments to the By-laws were adopted as approved by the membership by vote sufficient for approval at a meeting of the Unit Owners' held on March 4, 1981.
3. The adoption of these amendments appear upon the minutes of said meeting and is unrevoked.
4. All provisions of the By-laws for Fairway Villas of Miles Grant Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 8th day of May, 2002.

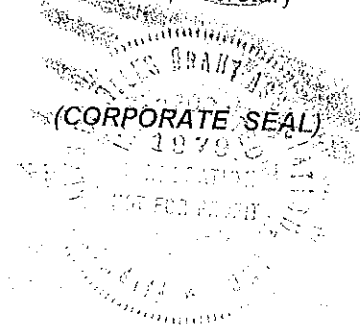
WITNESSES:

Nancy Rose
Witness Signature
Gwen Rose
Printed Name of Witness
Vicki Tuccillo
Witness Signature
Vicki Tuccillo
Printed Name of Witness
Gwen Rose
Witness Signature
Gwen Rose
Printed Name of Witness
Vicki Tuccillo
Witness Signature
Vicki Tuccillo
Printed Name of Witness

FAIRWAY VILLAS OF MILES GRANT
ASSOCIATION, INC.,

By: William L. Hicks
William L. Hicks, President

By: Sandra Hicks
Sandra Hicks, Secretary



CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the Amendments to the By-laws, a copy to which this is attached hereto, were duly and regularly adopted and passed by a vote sufficient for approval by the membership at a meeting of the Unit Owners held on March 4, 1981 at the Miles Grant Country Club.

WITNESSES:

FAIRWAY VILLAS OF MILES GRANT
ASSOCIATION, INC.,

Gwen Rose
Witness #1 Signature
Gwen Rose
Printed Name of Witness
Vicki Tuccillo
Witness #2 Signature
Vicki Tuccillo
Printed Name of Witness
Gwen Rose
Witness #1 Signature
Gwen Rose
Printed Name of Witness
Vicki Tuccillo
Witness #2 Signature
Vicki Tuccillo
Printed Name of Witness

By: William L. Hicks
William L. Hicks, President

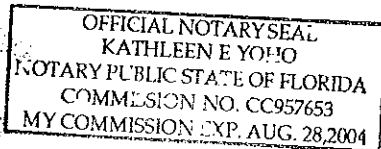
By: Sandra Hicks
Sandra Hicks, Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on the 8th day of May, 2002, by WILLIAM L. HICKS as President and SANDRA HICKS as Secretary of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., ☒ who are personally known to me, or ☐ who have produced identification [Type of Identification: _____].

Notarial Seal



Kathleen E. Yoho
Notary Public
KATHLEEN E. YOH0
Print, Type or Stamp Name of Notary
My Commission Expires: AUG. 28, 2004

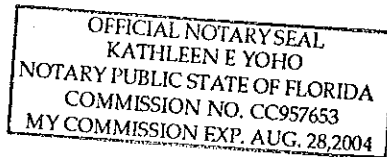
Record and Return to:
Jane L. Cornett, Esquire
Cornett, Gooze, Ross & Earle, P.A.
P.O. Box 66
Stuart, Florida 34995-0066

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STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 8th day of May, 2002, by WILLIAM L. HICKS, as President, and SANDRA HICKS, as Secretary of FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC., ☒ who are personally known to me or ☐ who have produced identification [Type of Identification: _____].

SEAL



Kathleen E. Yoho
Signature of Notary

KATHLEEN E. YOHO
Print, Type or Stamp Name of Notary
My Commission Expires: AUG. 28, 2004

Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENTS
TO THE
BYLAWS OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**

The Bylaws of Fairway Villas of Miles Grant Association, Inc. were recorded in the public records of Martin County, Florida, at Official Records Book 471, Page 1505 et.seq., and amended at Official Records Book 713, Page 2271 et.seq., and amended at Official Records Book 1645, Page 2949 et.seq. The same Bylaws are hereby amended as approved by the members at the annual meeting held March 3, 2016.

1. Articles 2.2 and 2.4 are hereby amended as follows:

2.2 Annual Meeting. The annual members' meeting shall be held each year at such time, date and place in Stuart, Florida as a majority of the board of directors shall determine. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

(Section 2.3 remains unchanged.)

2.4 Notice of a meeting of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered, mailed or electronically transmitted to each member entitled to attend the meeting except members who waive the notice in writing. The delivery, mailing or email shall be to the address of the member as it appears on the roster of members. The posting, delivery, mailing or electronic transmission of the notice shall be effected not less than fourteen days nor more than sixty days prior to the date of the meeting. Proof of posting, delivery, mailing or electronic transmission of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

2. The foregoing amendments to the Bylaws were adopted by the members by a vote sufficient for approval.

3. All provisions of the Bylaws are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 23 day of April, 2016.

WITNESSES:

Ricky L. Brown
Witness #1 Signature

Ricky L. Brown
Witness #1 Printed Name

J-K-L
Witness #2 Signature

Jarmo Koski
Witness #2 Printed Name

Ricky L. Brown
Witness #1 Signature

Ricky L. Brown
Witness #1 Printed Name

J-K-L
Witness #2 Signature

Jarmo Koski
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Girard
Christine Girard, President

By: Mary Brown
Mary Brown, Secretary



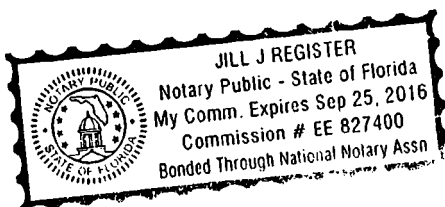
Corporate Seal

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 23rd day of April, 2016 by Christine Girard as President of Fairway Villas of Miles Grant Association, Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

Jill J Register
Notary Public
Commission Stamp/Seal:

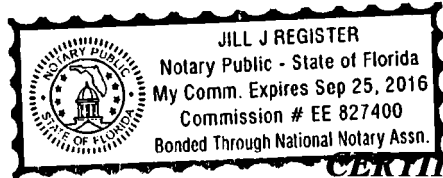
Notary Seal



STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 23rd day of April, 2016 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal



Julie J. Regan
Notary Public
Commission Stamp/Seal:

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Bylaws, a copy of which are attached hereto, were duly and regularly approved by the members at the annual meeting held March 3, 2016.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 23 day of April, 2016.

WITNESSES:

**Fairway Villas of Miles Grant Association,
Inc.**

Witness #1 Signature

By: Christine Girard
Christine Girard, President

Ricky L. Brown
Witness #1 Printed Name

Joe K. L.
Witness #2 Signature

Witness #2 Printed Name Jane Kostel

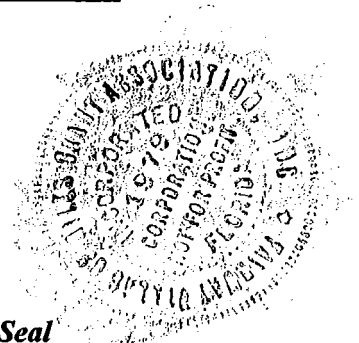
Witness #1 Signature

By: Mary Brown
Mary Brown, Secretary

Ricky C. Brown
Witness #1 Printed Name

Witness #2 Signature

JAEMO KOSKI
Witness #2 Printed Name



STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 23rd day of April, 2016 by Christine Girard as President of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal

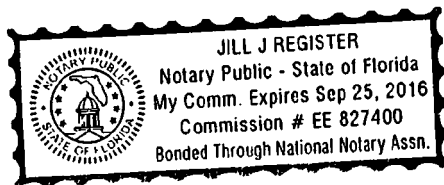


Jill J Register
Notary Public
Commission Stamp/Seal:

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me this 23rd day of April, 2016 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [☒] who is personally known to me or [☐] who has produced identification [Type of Identification: _____].

Notary Seal



Jill J Register
Notary Public
Commission Stamp/Seal:

ACTIVE: F18529/338935:8440765_1_JCORNETT



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**

The Bylaws of Fairway Villas of Miles Grant Association, Inc. were recorded in the public records of Martin County, Florida, at Official Records Book 471, Page 1505 et.seq., and amended at Official Records Book 713, Page 2271 et.seq., and amended at Official Records Book 1645, Page 2949 et.seq., and amended at Official Records Book 2848, Page 2105 et.seq. The same Bylaws are hereby amended as approved by the members at the annual meeting held March 21, 2017.

1. Article 8.2 hereby amended as follows:

8.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be by not less than 2/3rds of the entire membership of the board of directors and by not less than 2/3rds of the votes of the members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented.

2. The foregoing amendment to the Bylaws was adopted by the members by a vote sufficient for approval.
3. All provisions of the Bylaws are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Googe
Witness #1 Signature

Lisa Michelle Googe
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Linda Dueben
Witness #1 Signature

Linda Dueben
Witness #1 Printed Name

Tammy Gale
Witness #2 Signature

Tammy Gale
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Girard
Christine Girard, President

By: Mary W Brown
MARY W Brown, Secretary

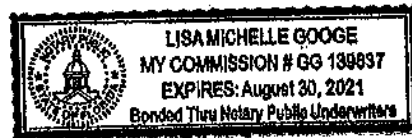
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 18th day of December, 2017 by Christine Girard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me, or MA DC 522986725 who has produced identification [Type of Identification:]

Lisa Michelle Googe
Notary Public

Commission Stamp/Seal:

Notary Seal



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [X] who has produced identification [Type of Identification: NY Lic].

Tammy Crake
Notary Public
Commission Stamp/Seal:

Notary Seal

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Bylaws, a copy of which is attached hereto, was duly and regularly approved by the members at the annual meeting held March 21, 2017.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Gorge
Witness #1 Signature

Lisa Michelle Gorge
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Linda Dueben
Witness #1 Signature

Linda Dueben
Witness #1 Printed Name

Tammy Crake
Witness #2 Signature

Tammy Crake
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By Christine Girard
President

By Mary Brown
Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by
as President of Fairway Villas of Miles Grant Association, Inc., [] who is
personally known to me or [] who has produced identification [Type of Identification:

MA DL S22980725.

Lisa Michelle Googe

Notary Public
Commission Stamp/Seal:

Notary Seal



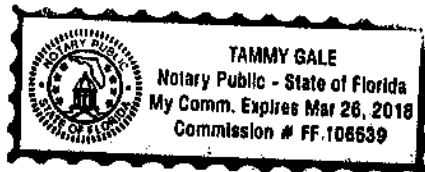
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of November, 2017 by
Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who
is personally known to me or [X] who has produced identification [Type of Identification:
NY Lic.].

Tammy Gale

Notary Public
Commission Stamp/Seal:

Notary Seal



ACTIVE: F18529/338935:9724958_1



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENTS
TO THE
ARTICLES OF INCORPORATION
OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**

The Articles of Incorporation of Fairway Villas of Miles Grant Association, Inc. were recorded in the public records of Martin County, Florida, at Official Records Book 471, Page 1499 et.seq. The same Articles of Incorporation are hereby amended as approved by the members at the annual meeting held March 21, 2017.

1. Article 3.2 g. is hereby amended as follows:

3.2 Enumeration. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and any applicable Declaration of Condominium, and all of the powers and duties reasonable necessary to operate such condominiums pursuant to its Declaration and as it may be amended from time to time, including but not limited to the following:

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided, however, that all those regulations and their amendments shall be approved by not less 2/3rds of the votes of members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented before they shall become effective.

2. Article 9.2 is hereby amended as follows:

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be by not less than 2/3rds of the entire membership of the board of directors and by not less than 2/3rds of the votes of the members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented.

3. The foregoing amendments to the Articles of Incorporation were adopted by the members by a vote sufficient for approval.

4. All provisions of the Articles of Incorporation are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Googe
Witness #1 Signature

Lisa Michelle Googe
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Tammy Gale
Witness #1 Signature

Tammy Gale
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Gerard, President

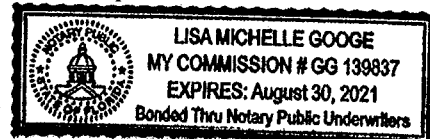
By: Mary W. Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL S22986725].

Notary Seal

Lisa Michelle Googe
Notary Public
Commission Stamp/Seal:



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [X] who has produced identification [Type of Identification: NY Lic].

Tammy Galt
Notary Public
Commission Stamp/Seal:

Notary Seal

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Articles of Incorporation, a copy of which are attached hereto, were duly and regularly approved by the members at the annual meeting held March 21, 2017.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Gorge
Witness #1 Signature

Lisa Michelle Gorge
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Tammy Galt
Witness #1 Signature

Tammy Galt
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Grand, President

By: Mary W Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL S22986725].

Lisa Michelle Googe

Notary Public
Commission Stamp/Seal:

Notary Seal



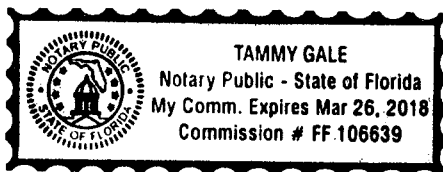
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: NY Lic.].

Tammy Gale

Notary Public
Commission Stamp/Seal:

Notary Seal



ACTIVE: F18529/338935:9725019_1



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM
FAIRWAY VILLAS OF MILES GRANT,
SECTION ONE, SECTION TWO A AND SECTION TWO B**

The Declarations of Condominium for Fairway Villas of Miles Grant were recorded in the Public Records of Martin County, Florida, at Official Records Book 471, Page 1453 et.seq. (Section One), and Official Records Book 485, Page 1394 et.seq. (Section Two A), and Official Records Book 493, Page 1682 et.seq., and re-recorded at Official Records Book 494, Page 1226 et.seq. (Section Two B) and all as previously amended at Official Records Book 2386, Page 787 et.seq. and amended at Official Records Book 2466, Page 1133 et.seq. The same Declarations of Condominium are hereby amended as approved by the members at the annual meeting held on March 21, 2017.

1. Article 14.2 is hereby amended as follows:

14.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than 2/3rds of the entire membership of the board of directors and by not less than 2/3rds of the votes of members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented; or

b. not less than 2/3rds of the entire membership of the board of directors in the case of amendments that are only for one or more of the following purposes:

[The following paragraphs (1), (2) and (3) are unchanged.]

2. The foregoing amendment to the Declarations of Condominium was adopted by the members by a vote sufficient for approval.

3. All provisions of the Declarations of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Googe
Witness #1 Signature

Lisa Michelle Googe
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Linda Dueben
Witness #1 Signature

Linda Dueben
Witness #1 Printed Name

Tammy Gale
Witness #2 Signature

Tammy Gale
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By Christine Gerard
Christine Gerard, President

By Mary W Brown
MARY W BROWN, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 1st day of December, 2017 by Christine Gerard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MA DL 522986725].

Lisa Michelle Googe
Notary Public
Commission Stamp/Seal:

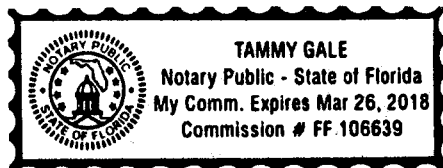
Notary Seal



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10th day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [X] who has produced identification [Type of Identification: NY Lic].

Notary Seal



Tammy Gale
Notary Public
Commission Stamp/Seal:

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declarations of Condominium, a copy of which is attached hereto, was duly and regularly approved by the members at the annual meeting held on March 21, 2017..

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ___ day of _____, 2017.

WITNESSES:

Lisa Michelle Gorge
Witness #1 Signature

Lisa Michelle Gorge
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Linda Dueben
Witness #1 Signature

Linda Dueben
Witness #1 Printed Name

Tammy Gale
Witness #2 Signature

Tammy Gale
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Girard
Christine Girard, President

By: Mary W Brown
MARY W BROWN, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Christie Girard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: MADL S22986725].

Lisa Michelle Googe
Notary Public

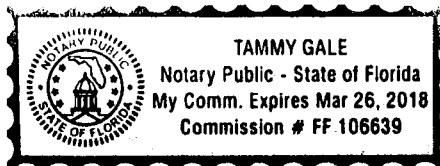
Commission Stamp/Seal:

Notary Seal



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [☒] who has produced identification [Type of Identification: NY Lic].



Tammy Gale
Notary Public

Commission Stamp/Seal:

Notary Seal

ACTIVE: F18529/338935:9724099_1



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
401 SE Osceola St., Suite 101
Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE

**CERTIFICATE OF AMENDMENT
TO THE
BYLAWS OF
FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.**

The Bylaws of Fairway Villas of Miles Grant Association, Inc. were recorded in the public records of Martin County, Florida, at Official Records Book 471, Page 1505 et.seq., and amended at Official Records Book 713, Page 2271 et.seq., and amended at Official Records Book 1645, Page 2949 et.seq., and amended at Official Records Book 2848, Page 2105 et.seq. The same Bylaws are hereby amended as approved by the members at the annual meeting held March 21, 2017.

1. Article 8.2 hereby amended as follows:

8.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be by not less than 2/3rds of the entire membership of the board of directors and by not less than 2/3rds of the votes of the members present and voting, in person or by proxy, at a meeting at which a quorum of owners is represented.

2. The foregoing amendment to the Bylaws was adopted by the members by a vote sufficient for approval.

3. All provisions of the Bylaws are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____, 2017.

WITNESSES:

Lisa Michelle Googe
Witness #1 Signature

Lisa Michelle Googe
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Linda Dueben
Witness #1 Signature

Linda Dueben
Witness #1 Printed Name

Tammy Gale
Witness #2 Signature

Tammy Gale
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Girard, President

By: Mary W Brown, Secretary
MARY W Brown

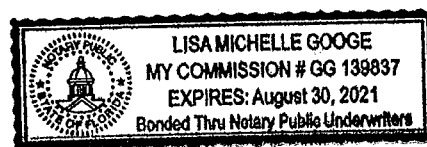
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by Christine Girard as President of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: MA DL 522986725]

Lisa Michelle Googe
Notary Public

Commission Stamp/Seal:

Notary Seal



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of November, 2017 by Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who is personally known to me or [X] who has produced identification [Type of Identification: NY Lic].

Tammy Gale
Notary Public
Commission Stamp/Seal:

Notary Seal

CERTIFICATE

Fairway Villas of Miles Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Bylaws, a copy of which is attached hereto, was duly and regularly approved by the members at the annual meeting held March 21, 2017.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ___ day of _____, 2017.

WITNESSES:

Lisa Michelle Gorge
Witness #1 Signature

Lisa Michelle Gorge
Witness #1 Printed Name

Linda Dueben
Witness #2 Signature

Linda Dueben
Witness #2 Printed Name

Linda Dueben
Witness #1 Signature

Linda Dueben
Witness #1 Printed Name

Tammy Gale
Witness #2 Signature

Tammy Gale
Witness #2 Printed Name

Fairway Villas of Miles Grant Association, Inc.

By: Christine Girard, President

By: Mary Brown, Secretary

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 15th day of December, 2017 by
_____ as President of Fairway Villas of Miles Grant Association, Inc., [] who is
personally known to me or [☒] who has produced identification [Type of Identification:

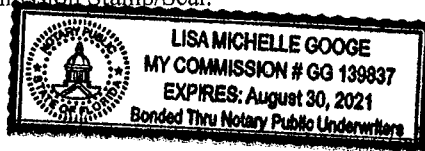
MA DL S22986725.

Lisa Michelle Googe

Notary Public

Commission Stamp/Seal:

Notary Seal



STATE OF FLORIDA
COUNTY OF MARTIN

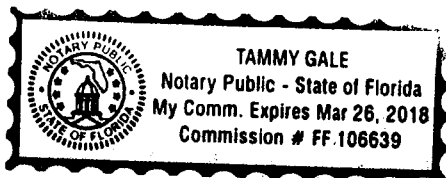
The foregoing instrument was acknowledged before me this 10 day of November, 2017 by
Mary Brown as Secretary of Fairway Villas of Miles Grant Association, Inc., [] who
is personally known to me or [☒] who has produced identification [Type of Identification:
NY Lic.].

Tammy GALE

Notary Public

Commission Stamp/Seal:

Notary Seal



ACTIVE: F18529/338935:9724958_1