



Record and Return to:
Jane L. Cornett, Esq.
Becker & Poliakoff, P.A.
759 SW Federal Highway, Suite 213
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., Official Records Book 2466, Page 1133 et.seq., and at Official Records Book 2962, Page 1907 et.seq., Official Records Book 2985, Page 733 et.seq., and at Official Records Book 3359, Page 537 et.seq., and Official Records Book 3424, Page 1111 et.seq. The same Declarations of Condominium are hereby amended as approved by the members at the annual meeting held March 18, 2025.

1. Article 2.5 is hereby amended as follows:

2.5 Comon elements means the portions of the condominium property not included in the units.

a. expenses of administration; expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements of this condominium and any other condominium governed by FAIRWAY VILLAS OF MILES GRANT ASSOCIATION, INC.

b. expenditures or amounts of special 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 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. Article 3.9 is hereby amended as follows:

3.9 Limited Common Elements. Surrounding each structure as shown in the unit plans attached as Exhibit B, is an area of common element property three (3) feet in width. All portions of the common elements that fall within this three (3) foot area are hereby declared to be limited common elements dedicated exclusively to the owners of the adjoining unit.

3. Article 5.1 is hereby amended as follows:

5.1 Units and Limited Common Elements.

a. By the Association. The Association shall not replace or repair any portion of the unit or the three (3) feet perimeter around the unit structure that constitute Limited Common Elements appurtenant to the immediate adjacent unit.

(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 and load-bearing walls.

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

(1) To maintain, repair and replace at his or her expense all portions of his or her unit and Limited Common Elements up to and including three (3) feet out from all portions of the building, including but not limited to: the internal and external walls, beams, posts, columns, trusses, roof, stucco, wood, floors, floor slab and paint; the windows, window frames, screens, internal and external window sills; the internal and external electrical components and fixtures in, under and around the building, including but not limited to the irrigation in the three(3) foot area out from all portions of the unit; the ventilating screens around the building; the internal and external plumbing and irrigation systems; service equipment, including but not limited to dishwasher, laundry, refrigerator, stove, oven, microwave, water heater, the electrical, sewer and water lines servicing the unit that are not the responsibility of the state, city or municipal governing body; the internal and external heating and cooling system; the external and internal HVAC and privacy fencing; the car port and driveway out to the street; and pest control.

(i) All modifications, alterations and replacements to the external portions of the unit and Limited Common Elements that are appurtenant to any unit must be in compliance with standards set by the Association and must be approved by the Association in advance of any work being done.

(2) Also included as unit owner responsibility are all interior items, 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. 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 the purpose.

(4) The Association shall have authority to require unit owners at their expense to maintain, repair and replace all portions of the unit and Limited Common Elements for which the owner has responsibility pursuant to Article 5.1b. Should any owner fail to perform required maintenance, the Association may, but is not required to, after reasonable notice to the owner, levy an individual special assessment for the cost of the necessary work (plus a reasonable administrative fee) and use the assessment funds to accomplish that needed work. The Association

as an irrevocable right of access to all units and Limited Common Elements for the accomplishment of any needed work.

4. *Article 5.2 is hereby amended as follows:*

5.2 Common Elements

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association with the exception of the Limited Common Elements as described in Article 3.9. 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. The Association may also contract for treatment of subterranean termites annually for both the units and the common elements

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 that a change in exterior paint color shall not require any vote by the owners. The Board of Directors is empowered to adopt a palate of exterior paint colors for use by owners in their responsibility to paint their unit per Article 5.1 (b)(3). 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 against a bank, life insurance company or savings and loan association that acquires its title as the result of owing 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.

5. *Article 8.2 is hereby amended as follows:*

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

8.2 Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured by each 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 for the units shall be determined by the board of directors based on the lowest full replacement value established by the insurance carriers for any of the units in Phase III. The board of directors will review and revise the full replacement value for the units every three (3) years or as necessary based on material changes in circumstances. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement as applies to any structure that is not part of the unit or Limited Common Elements.

(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 common elements, including but not limited to insurance covering vandalism and malicious mischief.

All portions of the individual free standing buildings 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 be 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; water heaters and window coverings.

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

7. 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 to be signed by its President and its Secretary this 1 day of April, 2025.

WITNESSES:

Jennifer Gilberti Wadley
Witness #1 Signature

Jennifer Gilberti Wadley
Witness #1 Printed Name

401 Chevron Cir Jupiter FL 33458
Witness #1 Address

Robert Reichert
Witness #2 Signature

Robert Reichert
Witness #2 Printed Name

1555 SW Wainwright Blvd.
Witness #2 Address Falm City FL
34990

Fairway Villas of Miles Grant Association, Inc.

BY: Betsy Johnson
Betsy Johnson, President

Address 5276 SE Seaside Way
Stuart, FL 34997

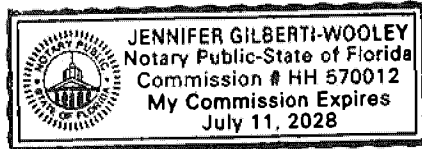
Date: 4/1/2025

Date: 4/1/25

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of April, 2025, by Betsy Johnson, President of Fairway Villas of Miles Grant Association, Inc. [X] who is personally known to me or [] has produced _____ as identification.

Notary Seal



WITNESSES:

Jennifer Gilberti-Wooley
Witness #1 Signature
Jennifer Gilberti-Wooley
Witness #1 Printed Name

401 chevron Cir Jupiter FL 33458

Witness #1 Address

Robert Reichert

Witness #2 Signature

Robert Reichert

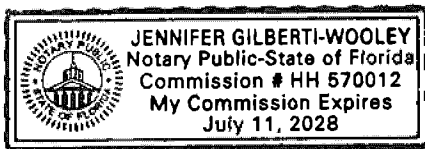
Witness #2 Printed Name

1555 SW waterfall blvd Palm Bay
Witness #2 Address FL 32909

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of April, 2025, by Constance Kadlec, Secretary as Secretary of Fairway Villas of Miles Grant Association, Inc. [X] who is personally known to me or [] has produced _____ as identification.

Notary Seal



Jennifer Gilberti-Wooley
Notary Signature

Fairway Villas of Miles Grant Association,
Inc.

BY: Constance Kadlec
Constance Kadlec, Secretary

Address 5276 SE Sea Island Way

Date: Slack, FL 34997

4/1/2025

Date: 4/1/25

Jennifer Gilberti-Wooley
Notary Signature

CERTIFICATE

Fairway Villas of Mile Grant Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Amended and Restated Declaration of Condominium, a copy of which is attached hereto, was duly and regularly approved by a vote sufficient for approval at the Members Meeting held on March 18, 2025.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 1 day of April, 2025.

WITNESSES:

Jennifer Gilberti Wooley
 Witness #1 Signature
Jennifer Gilberti Wooley
 Witness #1 Printed Name

401 Chevron Cir Jupiter FL 33458

Witness #1 Address

Robert Reichert

Witness #2 Signature

Robert Reichert

Witness #2 Printed Name

1555 SW Waterfall Blvd. Palm City

Witness #2 Address FL 34990

STATE OF Florida

COUNTY OF Martin

Fairway Villas of Miles Grant Association, Inc.

BY: Betsy Johnson
 Betsy Johnson, President

Address 5276 SE Sea Island Way

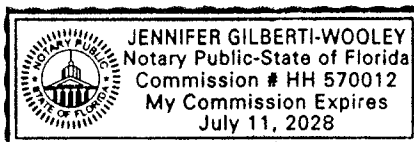
Stuart, FL 34997

Date: 4/1/2025

Date: 4/1/25

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of April 2024, by Betsy Johnson, as President of Fairway Villas of Miles Grant Association, Inc. ☒ who is personally known to me or ☐ has produced _____ as identification.

Notary Seal



WITNESSES:

Jennifer Gilberti Wooley
 Witness #1 Signature
Jennifer Gilberti Wooley
 Witness #1 Printed Name
401 Chevron Cir Jupiter FL 33458

Witness #1 Address

Robert Reichert

Witness #2 Signature

Robert Reichert

Witness #2 Printed Name

1555 SW Waterfall Blvd.

Witness #2 Address Palm City

FL 34990

Fairway Villas of Miles Grant Association, Inc.

BY: Constance Kadlec
 Constance Kadlec, Secretary

Address 5276 SE Sea Island Way

Date: Stuart, FL 34997

4/1/2025

Date: 4/1/25

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1 day of April, 2025, by Constance Kadlec as Secretary of Fairway Villas of Miles Grant Association, Inc. AK who is personally known to me or [] has produced _____ as identification.

Notary Seal

Jennifer Gilberti-Wooley
Notary Signature

