

**Miles Grant Condominium Two, Inc.  
5334 S.E. Miles Grant Road  
Stuart, Florida 34997**

TO: All Owners and Residents of Miles Grant Condominium Two, Inc.  
FROM: The Board of Directors *Mary Vaux, President*  
SUBJECT: Declaration of Condominium Amendment Change  
DATE: April 11, 2005

Effective, March 21, 2005, the Miles Grant Condominium Two, Inc. became a "senior community" under the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995. Prior to that date more than two-thirds of the owners voted to approve the Amendments to our Declaration of Condominium. With this mailing you will receive a copy of the Amendments which you should add to your own copy of the Declaration of Condominium.

On March 21, 2005, the Certificate of Amendment to the Declaration of Condominium for Miles Grant Condominium Two was filed and recorded in the Official Records Book 371 of the Public Records of Martin County, Florida. Our status as a "housing for older persons" community was registered with the Florida Commission of Human Relations.

It is now necessary for your Board of Directors to follow a set of rules and procedures prescribed by the Department of Housing and Urban Development (HUD).

Our first requirement is to conduct a census of our owners and residents to obtain age verification documentation. You must fill out the enclosed questionnaire and provide photo copies of an acceptable age verification document. Your birthdate and picture must appear on the documentation. Acceptable forms of identification include: driver's license, passport, immigration card, birth certificate, military identification, or other official government document that contains a picture and birthdate. Providing this documentation is mandatory now that the owners have approved our status as a "housing for older persons" community. All current owners and residents must provide this information regardless of age. The Board of Directors is obligated to maintain permanent files of our surveys and the age verification documentation.

We are required to report to the State of Florida the percentage of occupants who are over 55 and who are under 55. Your personal data is never sent in the reports. We are obligated to report numbers and percentages only.

Complete the enclosed form, attach copy of age verification document(s) and send to Seacrest in the envelope provided. You may also give it to your Building Captain. If you need assistance in getting the photo copy, please notify your Building Captain and we will assist you.

Thank you for your prompt attention to this survey.

MILES GRANT CONDOMINIUM TWO, INC.

(Words underlined are added and words ~~lined through~~ are deleted)

AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR MILES GRANT CONDOMINIUM TWO

Article XI of the Declaration is amended to add a new Section I as follows (words added are underlined):

I. The purpose of this Section is to authorize this Condominium to provide housing primarily intended and operated for occupancy by at least one person 55 years of age or older per unit as required by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, as they may be amended from time to time.

The Units are designated and intended to be an adult community to provide housing for residents who are 55 years of age or older. Notwithstanding anything stated to the contrary in this Declaration, Articles of Incorporation or By-Laws, no Unit shall be occupied unless at least one permanent occupant of the unit is 55 years of age or older.

(a) EXEMPTIONS. Notwithstanding anything to the contrary in this Section, the Board of Directors in its sole discretion shall have the right to provide a hardship exemption such that the following persons may occupy a Unit during any period of time in which more than 80% of the occupied Units are occupied by one or more individuals 55 years of age or older:

(1) An Owner of a Unit who becomes an Owner by inheritance or devise, or when an Owner dies and the Owner's surviving spouse, permanent partner, or other permanent Unit resident becomes the sole occupant under age 55, said Owners may occupy their Units, even though they are under the age of 55.

(2) If the Association is unable to grant pending applications for exemptions because to do so would result in less than 80% of the Units having less than one resident 55 years of age or older, then applications shall be given priority in the following order:

a. A surviving spouse, permanent partner or permanent unit resident occupying the Unit.

b. All others by the date of death of the occupant who died as a resident of the Unit.

(b) GRANDFATHER PROVISIONS. Notwithstanding anything to the contrary in this Section, the following persons may occupy a Unit even though they meet none of the age or occupancy requirements contained in this Section:

(1) An Owner, including family members, residing in and occupying a Unit on the date this amendment becomes effective.

(2) A lessee, including family members, residing in and occupying a Unit under a valid written lease on the effective date of this amendment may reside in and occupy such Unit for the





*Mandatory Social*

## **Miles Grant Condominium Two, Inc.**

5334 S. E. Miles Grant Road, Stuart, Florida 34997

*Housing for 55 years or older*

**April 28, 2006**

**Dear Unit Owners,**

**The amendment requiring mandatory social membership in the Miles Grant Country Club for new owners of condominiums in Miles Grant Condominium Two, Inc. was passed by a vote of the membership at the Special Meeting on April 24, 2006. As you were informed previously, Phase I passed a similar amendment on March 20, 2006. In addition, Phase IV and Phase V have approved mandatory social membership in Miles Grant Country Club as a condition for new ownership in their phases.**

**The Association will begin enforcing the amendment on May 12, 2006. Anyone holding a valid signed contract for purchase on or before May 12, 2006, may proceed with the sale without the purchaser being affected by the amendment.**

**The amendment is attached for your records and should be filed with your Declaration of Condominium, Article XII. This amendment creates a Paragraph H under Article XII, "Conveyances." Last year you received the amendment authorizing Phase II to provide housing for persons 55 years of age and older. That amendment, which was also mailed to you, created a Paragraph I in Article XI, "Purpose and Use Restrictions."**

**When you intend to sell your unit, please inform any potential buyers of these conditions of ownership in Miles Grant Condominium Two, Inc. All buyers are required by the Association to complete an application to purchase and must receive a Certificate of Approval before proceeding with the purchase.**

**Sincerely,**

**Mary Vaux**

**President, Phase II**

**MILES GRANT CONDOMINIUM TWO, INC.**

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
MILES GRANT CONDOMINIUM TWO**

The original Declaration of Condominium for Miles Grant Condominium Two ("Declaration") is recorded in Official Records Book 371, Page 129 et seq., of the Public Records of Martin County, Florida.

(Words underlined are added and words ~~lined through~~ are deleted)

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**AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR MILES GRANT CONDOMINIUM TWO**

**Article XII of the Declaration** is amended to add a new Section H as follows  
(words added are underlined):

H. After the effective date of this amendment, no person(s) or entity shall acquire title to a Condominium unit and become a member of Miles Grant Condominium Two without becoming a member of the Miles Grant Country Club ("Country Club"). By acceptance of a deed to a Condominium unit, whether or not it shall be so expressed in the deed, the unit owner shall be deemed to have agreed to pay and continue to pay so long as they hold title to a Condominium unit, Country Club Membership and initiation fees, charges, dues and assessments as established by the Board of Directors of the Miles Grant Country Club.

Notwithstanding anything to the contrary in this Section, the provisions of this Article XII, Section H of this Declaration shall not apply to the following transfers of title unless the then current unit owner was required to be a mandatory member of the Country Club: (i) a surviving spouse obtaining title to a Condominium unit by operation of law; (ii) a former spouse of a unit owner obtaining title to a unit by operation of final decree or judgment of divorce; or (iii) family member(s) of a unit owner obtaining title to a Condominium unit directly or as beneficiaries by means of a bonafide family planning device; and (iv) a person who becomes a unit owner by inheritance or devise.

A mortgagee acquiring title to a Condominium unit as a result of foreclosing a bona fide arm's length mortgage on a Condominium unit, or receiving a deed in lieu of foreclosure, shall not be required to become a member of the Country Club. The purchaser of a Condominium unit from such a mortgagee, where seller mortgagee has acquired title to a Condominium unit as a result of foreclosing a mortgage on a Condominium unit, or receiving a deed in lieu of foreclosure, shall be subject to the requirement of becoming a member of the Country Club. If Miles Grant Condominium Two, Inc. acquires title to a Condominium unit as a result of foreclosing a lien or receiving a deed in lieu of foreclosure, Miles Grant Condominium Two shall not be subject to the requirement of becoming a member of the Country Club; provided, however, the purchaser of a Condominium unit from Miles Grant Condominium Two shall be subject to the requirement of becoming a member of the Country Club. A purchaser who acquires title to a Condominium unit at a duly advertised public sale conducted by the Clerk of Court, sheriff, or County Tax Collector, with open bidding provided by law (e.g. execution sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a member of the Country Club.

The violation of or noncompliance with this Section by any person shall cause and result in any sale, conveyance or transfer of a unit to be void and shall entitle the Association to bring legal or equitable action, or both for injunctive and other relief to enforce compliance with this Section

- END -



INSTR # 2301277  
OR BK 02544 PG 2919  
Pgs 2919 - 2922 (4pgs)  
RECORDED 11/08/2011 09:18:46 AM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
RECORDED BY S Phoenix

Record and Return to:  
Jane L. Cornett, Esq.  
Law Offices of Cornett, Goode & Associates, P.A.  
P.O. Box 66  
Stuart, FL 34995

-----THIS SPACE FOR RECORDER'S USE-----  
**CERTIFICATE OF AMENDMENTS  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
MILES GRANT CONDOMINIUM TWO**

The Declaration of Condominium of Miles Grand Condominium Two was recorded in the Public Records of Martin County, Florida, at Official Records Book 371, Page 129 et.seq., and was amended at Official Records Book 371, Page 174 et.seq., Official Records Book 567, Page 89 et.seq., Official Records Book 717, Page 636 et.seq., Official Records Book 800, Page 2089 et.seq., Official Records Book 2110, Page 222 et.seq., and Official Records Book 2145, Page 966 et.seq. The same Declaration of Condominium is hereby amended by the Members of the Association by a vote sufficient for approval.

1. Article XIV, is hereby amended as follows:

**XIV.**

**ASSESSMENTS**

E. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the highest rate permitted by Florida law. The Association may also charge an administrative late fee on delinquent accounts.

2. Article XIX is hereby amended as follows:

**XIX.**

**ALTERATIONS, ADDITIONS AND  
IMPROVEMENTS TO COMMON ELEMENTS**

The Association shall have the right to make or cause to be made substantial and material alterations, improvements and additions to the common elements, in accordance with the following provisions:

- 1) A special meeting of all of the unit owners may be called for the purpose of acting upon the proposal for such substantial alteration, improvement or addition, upon not less than ten (10) days nor more than thirty (30) days notice.

2) Two-thirds (2/3rds) of the unit owners voting in favor of the proposal, in person or by proxy at a duly called meeting shall be required to approve and adopt it.

3. The foregoing amendments to the Declaration of Condominium of Miles Grant Condominium Two were adopted by the members by a vote sufficient for approval.

4. All provisions of the Declaration 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 19 day of October, 2011.

WITNESSES:

Jill Regan  
Witness #1 Signature

Jill Regan  
Witness #1 Printed Name

Tami Cochran  
Witness #2 Signature

Tami Cochran  
Witness #2 Printed Name

Jill Regan  
Witness #1 Signature

Jill Regan  
Witness #1 Printed Name

Tami Cochran  
Witness #2 Signature

Tami Cochran  
Witness #2 Printed Name

Miles Grant Condominium Two, Inc.  
By: Richard Dickerson  
Richard Dickerson, President

By: Carol Smith  
Carol Smith, Secretary



INSTR # 2445383  
OR BK 2707 PG 1765  
RECORDED 03/17/2014 02:34:27 PM  
CAROLYN TIMMANN  
MARTIN COUNTY CLERK

This instrument was prepared by  
Lance Clouse, Esquire  
BECKER & POLIAKOFF, P.A.  
401 SE Osceola Street, First Floor  
Stuart, FL 34994

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM FOR  
MILES GRANT CONDOMINIUM TWO  
AND  
BYLAWS OF  
MILES GRANT CONDOMINIUM TWO, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Miles Grant Condominium Two, as recorded in Official Records Book 371, at Page 129, and the attached amendment to the Bylaws of Miles Grant Condominium Two, Inc., as recorded in Official Records Book 371, Page 223, of the Public Records of Martin County, was duly adopted in the manner provided in the governing documents at an Annual Meeting of the Membership held on February 6, 2014.

IN WITNESS WHEREOF, we have affixed our hands this 5<sup>th</sup> day of March, 2014, in Stuart, Martin County, Florida.

WITNESSES:

MILES GRANT CONDOMINIUM TWO, INC.

Pat Telly  
Print Name: Pat Telly

By: Richard Dickerson  
Richard Dickerson, President

Marsha Lynn  
Print Name: MARSHA LYNN

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2014, by Richard Dickerson, as President of Miles Grant Condominium Two, Inc., a Florida not-for-profit corporation.

Personally Known ☒  
Produced Identification ☐

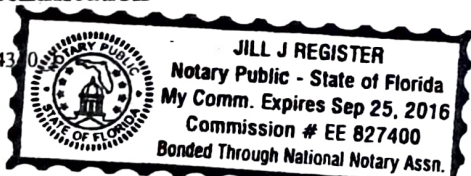
- OR -

NOTARY PUBLIC, STATE OF FLORIDA

Type of Identification

Jill J. Register  
Print Name: Jill J. Register  
My Commission Expires: 9/25/2016

ACTIVE: 54943



LANCE D. CLOUSE, ESQ.  
BECKER & POLIAKOFF, P.A.  
401 SE OSCEOLA STREET, FIRST FLOOR • STUART, FLORIDA 34994  
TELEPHONE (772) 286-2990



AMENDMENTS TO  
DECLARATION OF CONDOMINIUM FOR  
MILES GRANT CONDOMINIUM TWO  
AND  
BYLAWS OF  
MILES GRANT CONDOMINIUM TWO, INC.

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

**1. Amendment to Article XII, "Conveyances", Section G. of the Declaration, as follows:**

G. Should any condominium unit (parcel) at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof, hereinafter called the "Mortgagee", upon becoming the owner of such interest through whatever means, must have the unqualified right to sell, lease or otherwise dispose of said unit (parcel), including the fee ownership of said unit ~~thereof~~, without complying with the provisions of Paragraph C, and D, of this Article XII; provided, however, that in all other respects, the provisions of the Condominium Act, shall be applicable thereto; and provided further, that nothing herein contained shall be deemed to allow or cause the severance from the Condominium unit of its share of the common elements and limited common elements or other appurtenances of said unit. Once the Mortgagee mentioned above ~~has sold, transferred or conveyed his fee simple interest~~ attempts to lease, sell, transfer, or convey the unit to any person whatsoever, the provisions of paragraph C and D shall then again be fully effective with regard to subsequent leases, sales or conveyances of said unit (parcel).

**2. Amendment to Article XII, "Conveyances", creating a new Section I. of the Declaration, as follows:**

I. Except as otherwise provided in this section, units can be owned only by natural persons. Corporations, limited liability companies, limited partnerships, general partnerships, real estate trusts and other entities not a natural person or persons are prohibited from owning a unit, except, however, a unit can be owned by a bona fide Mortgagee taking title through foreclosure or deed in lieu of foreclosure of its mortgage, or by the Condominium Association. Furthermore, notwithstanding anything in the Declaration to the contrary, and except for the Condominium Association or bona fide Mortgagee that took title through foreclosure or deed in lieu of foreclosure of its mortgage, no unit owner may acquire, possess or otherwise have an ownership interest more than two (2) units within the Condominium.

**3. Amendment to Article III, Section A., "Directors", of the Bylaws, as follows:**

1. The affairs of the corporation shall be managed by a Board of Directors, composed of ~~nine (9)~~ seven (7) persons. Directors shall be members of the corporation. ~~(except as to the first Board of Directors, whose members are designated in the Articles of Incorporation,~~

~~and who shall serve until the first annual meeting of directors or, until their successors are elected and shall qualify).~~

2. Directors shall be elected by the members at the annual meeting of members and shall hold office until their successors are elected and shall qualify). Directors shall be elected for a term of one (1) year. Directors shall be elected in accordance with the election procedures provided in Chapter 718, Florida Statutes, as amended from time to time.

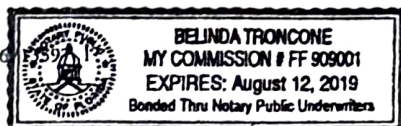
~~At least ten (10) days before the annual meeting, a complete list of members entitled to vote at such election, together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the corporation for ten (10) days prior to the election for the examination of every member and shall be produced and kept at the time and place of election, subject to the inspection of any member who may be present.~~

~~At the first annual meeting of the members, directors, shall be elected for a term of one (1) year. Thereafter, directors shall be elected for a term of three (3) years.~~

~~Directors shall be elected as follows:~~

~~Nominations shall be from the floor at the annual membership meeting, and a vote shall be had by written ballot. The nine (9) persons receiving the highest number of votes shall be declared elected.~~

~~At least a majority of the directors shall be members of the corporation, except those persons designated as the first Board of Directors, by the Articles of Incorporation, and except as provided for in XVII hereof.~~





**AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
FOR  
MILES GRANT CONDOMINIUM TWO**

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

**1. Amendment to Article XII., "CONVEYANCES", Section D. of the Declaration, as follows:**

D. No unit owner shall sell or lease, nor shall approval be given until and unless all assessments past due are paid, or their payment provided for, to the satisfaction of the corporation; and unless the proposed lessee can qualify as to use restrictions. In addition, a Unit may not be leased or rented for a period of one (1) year from the date title to a Unit is acquired. This one (1) year period shall commence from the date of recording of any instrument in the Public Records of Martin County, Florida, transferring any ownership interest in title to the Unit, except for transfers to add or remove members of the Unit Owner's immediate family as titleholders with the Unit Owner, or to a trust for the purpose of estate planning. The one-year rental restriction shall not apply to Units acquired by the Association or to Units acquired prior to the effective date of this amendment, which is the date of recordation in the Public Records of Martin County, Florida. If at the time of transfer of any interest in title, a Unit is already leased pursuant to a valid and proper lease agreement entered into by the previous Unit Owner, the aforementioned one (1) year rental restriction period shall commence at the expiration of the current term of the existing lease; provided, however, that no sub-leasing or transferring of said lease shall be permitted.