

Inst. # 3054532 Bk: 3416 Pg: 1821 Pages: 1 of 4 Recorded on:1/23/2024 11:39 AM Doc: RES Carolyn Timmann Clerk of the Circuit Court & Comptroller Martin County, FL Rec Fees: \$35.50

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM MILES GRANT CONDOMINIUM ONE

The Declaration of Condominium for Miles Grant Condominium One was recorded in the public records of Martin County, Florida at Official Records Book 348, Page 1045 et. seq., and amended at Official Records Book 350, Page 1583, et. seq.; Official Records Book 1375, Page 2388, et. seq.; Official Records Book 1741, Page 1751, et. seq.; and Official Records Book 2145, Page 962, et. seq. The same Declaration of Condominium is hereby amended as approved by a vote sufficient for approval at the Members' Meeting.

1. Article IV is amended to add subsection D and reads as follows:

ARTICLE IV

IDENTIFICATION OF UNITS

D. Dryer Vents. Notwithstanding anything to the contrary in this Declaration, the dryer vents servicing each Condominium unit are a limited common element and the maintenance responsibility of the owners. Owners must clean the dryer vents.

(The balance of Article IV remains unchanged.)

2. Article XI is amended to add subsections L and M and reads as follows:

ARTICLE XI

PURPOSE AND USE RESTRICTIONS

L. Leases. No unit owner may lease a unit until such owner has held title to the unit to be leased for at least twenty-four (24) months, except that this restriction shall not apply to:

(i) any unit owner acquiring title to their unit before the recordation of this amendment; or

(ii) any natural person who becomes a unit owner upon the death of the preceding unit owner either by way of inheritance or due to the termination of the prior unit owner's bona fide life estate; or

(iii) the Condominium corporation, should it become a unit owner; or

(iv) an institutional mortgagee, should it become a unit owner.

If a unit owner transfers the owner's unit while there is an existing lease, the new unit owner may continue leasing the unit until the lease expires. Once the lease expires, the new unit owner may not lease the unit for a period of twenty-four (24) months from the time the lease expires. The new unit owner is not allowed to renew the lease.

M. Electric tankless water heaters are prohibited.

(The balance of Article XI remains unchanged.)

3. Article XVII is amended to read as follows:

ARTICLE XVII

MAINTENANCE AND REPAIRS

1. The owner of each Condominium unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment, including compressors for his unit located within a unit or on the common elements, and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached terraces, balconies or porches), within or in the perimeter walls of a unit (including its attached terraces, balconies or porches), and all window or plate glass in windows or in the perimeter walls of the unit (including its terraces, balconies or porches). Owners are also responsible for maintain the dryer vents servicing their Condominium unit.

2. The Association shall be responsible for and shall see to the maintenance, repair and operation of the common elements and limited common elements of the Condominium, except those limited common elements which owners are required to maintain pursuant to this Declaration. The Association shall have all powers necessary to discharge this responsibility, and may exercise these powers exclusively if it so desires, or may delegate them as elsewhere provided for in this Declaration and the By-Laws of the Association.

(The balance of Article XVII remains unchanged.)

4. The foregoing amendment to the Declaration of Condominium was approved by members representing at least 2/3rds of the voting interest present at a membership meeting on January 16, 2024.

The adoption of these amendments appears upon the minutes of said meeting 5. and is unrevoked.

6. All provisions of the Declaration of the Condominium 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 January 2024.

WITNESSES AS TO PRESIDENT:

Clan " dithe

Print Name:

reichero Print Name: Koler

MILES GRANT CONDOMINIUM ONE, INC.

Chuck Spencer

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [X] physical appearance or [] online notarization, by Chuck Spencer, President, of Miles Grant Condominium One, Inc. who [] is personally known to me or who [X] has produced Drubers Licens as identification this 19 day of January 2024.

Notary Stamp



Notary Public, State of Florida Celina Tornes Print Name My Commission Expires: 7 - 6 - 2025

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WITNESSES AS TO SECRETARY:

MILES GRANT CONDOMINIUM ONE, INC.

and Im

By: Dona Julan Lees

Dona VanLeer

Print Name: Tann: Cochrane Mobel Geine Print Name: Robert Jeicher

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [X] physical appearance or [] online notarization, by **Dona VanLeer, Secretary**, of Miles Grant Condominium One, Inc. who [] is personally known to me or who [] has produced <u>Driver Struct</u> as identification this <u>14</u> day of January 2024.

IN DY DY **Notary Stamp** ARY Expires 7/8/2025 Celina A. Torres My Commission # HH 149357 OF FLC "Inininantit

Notary Public, State of Florida eliner LOW

Print Name My Commission Expires: <u>1-6-2025</u>