



CFN 2003R0935060
DR Bk 21916 Pgs 2354 - 2355 (2pgs)
RECORDED 12/18/2003 12:39:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

CERTIFICATE OF FILING OF BY-LAWS OF DADELAND WALK ASSOCIATION, INC.

THIS CERTIFICATE OF FILING OF BY-LAWS is executed this 17th day of December, 2003, by **DADELAND WALK ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "Association").

RECITALS

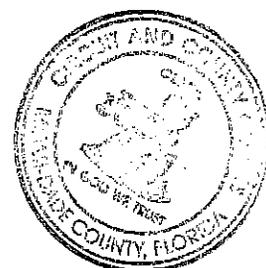
WHEREAS, the Association has been established for the operation of Dadeland Walk in accordance with the Declaration of Restrictions and Protective Covenants ("Declaration") and related documents which were recorded on June 28, 1979, in Official Records Book 10437, at Page 2451, of the Public Records of Miami-Dade County, Florida and all amendments thereto; and

WHEREAS, the Association's By-Laws were adopted at a duly noticed meeting of the Board of Directors on July 16, 1979.

WHEREAS, pursuant to its authority as set forth in the Declaration, the Board of Directors desires to record the Association's By-Laws; and

NOW THEREFORE, the Association does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. The By-Laws of the Association attached hereto as Exhibit "A" shall be recorded in the Official Records of Miami-Dade County, Florida and shall be binding upon all present and future members of the Association.



PROOF OF NOTICE AFFIDAVIT

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Judi Lubel who, after being first duly sworn, deposes and states the following:

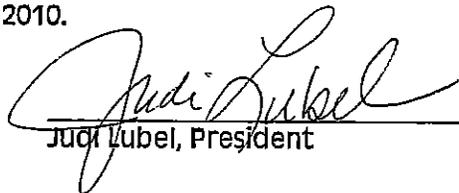
1. She is the President of Dadeland Walk Association, Inc. ("Association").
2. The Board of Directors ("Board") scheduled a Special Meeting of the Board on **Tuesday, April 6, 2010, at 7:00 p.m., at the Association's Pavilion** ("Meeting") for the purpose of the Board meeting to consider and vote upon the preservation of the Dadeland Walk Covenants in accordance with Chapter 712, Florida Statutes ("Marketable Record Titles to Real Property").
3. In accordance with Section 712.05, Florida Statutes, the Association sent to all members of the Association notice of the Meeting no less than seven (7) days prior to the Meeting to the Members set forth in the complete list of Members attached hereto as Appendix "A". Further, the notice contained the following statement:

Statement of Marketable Title Action

The purpose of the Meeting is for the Board to vote on the preservation of the covenants and restrictions of the Association which affect the members of the Association. Specifically, the Association is taking action to ensure that the Declaration of Restrictions and Protective Covenants for Dadeland Walk, filed in Official Records Book 10437, Page 2451; Amendment to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 11796, Page 1517; Amendment to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 12070, Page 2671; Amendments to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 12205, Page 1983; Amendment to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 17608, Page 2268; Certificate of Filing of By-Laws of Dadeland Walk Association, Inc. filed in Official Records Book 21916, Page 2354; By-Laws of Dadeland Walk Association, Inc. adopted at a duly noticed meeting of the Board of Directors on July 16, 1979; Amendment to By-Laws of Dadeland Walk Association, Inc. adopted at a duly noticed meeting of the Board of Directors on January 31, 1983; and Certificate of Amendment to the By-Laws of Dadeland Walk Association, Inc. filed in Official Records Book 21917, Page 3606, all filed in the public records of Miami-Dade County, Florida (hereinafter all referred to as the "Dadeland Walk Covenants"), as may be amended from time to time, which currently burden the property of each and every member of the Association ("hereinafter referred to as "Member"), retain its status as the source

of marketable title with regard to the transfer of a Member's residence. If two-thirds (2/3rds) of the Members of the Board approve the preservation of the Dadeland Walk Covenants, then the Association shall cause the notice required pursuant to Chapter 712, Florida Statutes, for the preservation of the Dadeland Walk Covenants, to be recorded in the public records of Miami-Dade County, Florida. The notice together with its attachments shall become part of the Association's official records and shall be available to all Members upon request.

DATED this 6th day of April, 2010.



Judi Lubel, President

STATE OF FLORIDA)
 :
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6th day of April, 2010, by **Judi Lubel, President of DADELAND WALK ASSOCIATION, INC.**, a Florida not for profit corporation, on behalf of the corporation. She is personally known to me and/or has produced Florida Drivers Licence Number D.L. as identification.



NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Carol B. Evans

My Commission Expires:

NOTARY PUBLIC - STATE OF FLORIDA
Carol B. Evans
Commission #DD645766
Expires: MAR. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

This instrument prepared by:
Maria Victoria Arias, Esquire
Siegfried, Rivera, Lerner,
De La Torre & Sobel, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134
H:\LIBRARY\CASES\4251\2030111\2AP4913.WPD

**NOTICE TO PRESERVE AND REAFFIRM DADELAND WALK ASSOCIATION, INC.
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS UNDER THE
MARKETABLE RECORD TITLES TO REAL PROPERTY ACT**

KNOW ALL MEN BY THESE PRESENTS, that **DADELAND WALK ASSOCIATION, INC.**, is a Florida not-for-profit corporation, whose post office address is 9000 S.W. 152nd Street, Suite 102, Miami, FL 33157 (hereinafter referred to as "Association").

WHEREAS, the Association is the entity responsible for the administration, maintenance, repair and replacement of the property within Dadeland Walk Association pursuant to the Declaration of Restrictions and Protective Covenants for Dadeland Walk, filed in Official Records Book 10437, Page 2451; Amendment to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 11796, Page 1517; Amendment to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 12070, Page 2671; Amendments to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 12205, Page 1983; Amendment to Declaration of Restrictions and Protective Covenants for Dadeland Walk filed in Official Records Book 17608, Page 2268; Certificate of Filing of By-Laws of Dadeland Walk Association, Inc. filed in Official Records Book 21916, Page 2354; By-Laws of Dadeland Walk Association, Inc. adopted at a duly noticed meeting of the Board of Directors on July 16, 1979; Amendment to By-Laws of Dadeland Walk Association, Inc. adopted at a duly noticed meeting of the Board of Directors on January 31, 1983; and Certificate of Amendment to the By-Laws of Dadeland Walk Association, Inc. filed in Official Records Book 21917, Page 3606, all filed in the public records of Miami-Dade County, Florida (hereinafter all referred to as the "Dadeland Walk Covenants"), as may be amended from time to time, which are attached hereto as Exhibit "A"; and

WHEREAS, a notice of the special meeting of the Board of Directors ("Board") which was held on **Tuesday, April 6, 2010, at 7:00 p.m.** ("Meeting") was mailed to all members of the Association at least seven (7) days prior to the Meeting. The Meeting notice contained a Statement of Marketable Title Action in accordance with Section 712.06(1)(b), Florida Statutes. A copy of the proof of notice affidavit which has been executed by the President of the Association is attached hereto as Exhibit "B"; and

WHEREAS, at the Meeting at least two-thirds (2/3rds) of the members of the Board approved the preservation of the Dadeland Walk Covenants and the recordation of this Notice to Preserve and Reaffirm in the Public Records of Miami-Dade County, Florida; and

WHEREAS, the Association desires to preserve and reaffirm the Dadeland Walk Covenants which affect the following real property:

Lots 1-7, Block 1; Lots 1-7, Block 2; Lots 1-7, Block 3; Lots 1-7, Block 4; Lots 1-7, Block 5; Lots 1-7, Block 6; Lots 1-6, Block 7; Lots 1-7, Block 8; Lots 1-7, Block 9; Lots 1-7, Block 10; Lots 1-7, Block 11; Lots 1-7, Block 12; Lots 1-7, Block 13; Lots 1-6, Block 14; Lots 1-7, Block 15; Lots 1-7, Block, 16; and Tract A all located within Plat Book 111, Page 77; and filed in the public records of Miami Dade County, Florida

WHEREAS, the said Dadeland Walk Covenants were recorded for the mutual protection and benefit of all purported Members of the Association and any successors or assigns who may from time to time acquire title in and to any of the aforementioned real property within Dadeland Walk and any persons, corporations, or institutions who may from time to time hold mortgages encumbering and describing any of the aforementioned real property within Dadeland Walk; and

WHEREAS, nothing contained herein shall be construed to annul, waive, change or modify any of the restrictive covenants, conditions, agreements and provisions in the Dadeland Walk Covenants in that this instrument shall only serve to preserve the Dadeland Walk Covenants;

NOW THEREFORE, in consideration of the foregoing, the Association files this Notice pursuant to Section 712.06, Florida Statutes, to preserve, reaffirm and protect the Dadeland Walk Covenants from extinguishment by virtue of the Marketable Record Titles to Real Property Act.

IN WITNESS WHEREOF, the Association has executed this Notice this 7th day of April, 2010.

Witnesses:

Manlynn Dennis
Signature of Witness

Manlynn G. Dennis
Print Name of Witness

[Signature]
Signature of Witness

MIKE MORGAN
Print Name of Witness

DADELAND WALK ASSOCIATION, INC.
A Florida not-for-profit corporation

BY: Judi Lubel
Judi Lubel, President

BY: Michael Brown
Michael Brown, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 7th day of April 2010, by **Judi Lubel and Michael Brown, as President and Secretary, respectively, of DADELAND WALK ASSOCIATION, INC.,** a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or produced a Florida Driver's License as identification.

Carol B. Evans
NOTARY PUBLIC AT LARGE
Carol B. Evans
Print of Type Notary Name

This instrument was prepared by:
Maria Victoria Arias, Esq.
Siegfried, Rivera, Lerner, De La Torre & Sobel, P.A.
201 Alhambra Circle, Suite 1102
Coral Gables, Florida 33134
Telephone: 305-442-3334; Facsimile: 305-443-3292
H:\LIBRARY\CASES\4251\2030111\2AP4272.WPD

My Commission Expires:
NOTARY PUBLIC - STATE OF FLORIDA
Carol B. Evans
Commission #DD645766
Expires: MAR. 01, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

79R181563

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTSFOR DADELAND WALK

THIS DECLARATION is made this 27th day of April, 1979, by DADELAND WALK, a Florida partnership, hereinafter called "Developer," which declares that the real property described in Article II, which is owned by Developer, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE IDefinitions

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to DADELAND WALK ASSOCIATION, INC., a Florida corporation not for profit, which is to be incorporated.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) "Access Area" shall mean and refer to the portion of each lot described in Article II that is subject to the easement for ingress and egress and for the installation and maintenance of public utilities as shown on the Plat of Dadeland Walk and also to that portion of Tract A used for purposes of ingress and egress and roadways.

(d) "Lot" shall mean and refer to any residential lot within the property described in Article II and any lot shown upon any resubdivision of such property.

(e) "Owner" shall mean and refer to the record owner whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(g) "Common Area" shall mean and refer to Tract A of the Plat of Dadeland Walk, together with any improvements thereon, including without limitation all commonly owned recreational facilities, open space, off-street parking areas, private streets, sidewalks and street lights.

ARTICLE IIProperty Subject to This Declaration; Additions Thereto

Section 1. Legal Descriptions. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Dade County, Florida and is more particularly described as all of Dadeland Walk as recorded in Plat Book 111 at Page 77 of the Public Records of Dade County, Florida, all of which real property shall hereinafter be referred to as "The Properties". Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations.

Section 2. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidation association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within The Properties.

Prepared by:

Harvey L. Lasky

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member of said Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Section 1 with the exception of the Developer. The Class A Member shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B Member shall be entitled to elect a majority of the Board of Directors, provided that the Class B membership shall cease and terminate when the last Lot within The Properties has been sold and conveyed by Developer.

Notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of such association until such time as Developer no longer holds the title to any portion of said Properties.

ARTICLE IV

Property Rights in the Access Areas

Section 1. Members Easements. Each Member of the Association, and each tenant, agent, invitee and institutional mortgagee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the drive-ways from time to time laid out on the Access Areas, for use in common with all other such Members, their tenants, agents, invitees and institutional mortgagees. The portion of Tract A and the Access Areas of the lots not used from time to time for drive-ways shall be for the common use and enjoyment of the Members of the Association, and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such properties and for the use of the same as common open space in such manner as may be regulated by the Association.

Section 2. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, and other structures (except utilities) situated on the Access Areas, all such work to be done as ordered by the Board of Directors of such Association acting on a majority vote of the Board members. Maintenance of said street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. All work pursuant to this Section 2 and all expenses hereunder shall be paid for by such Association through assessments imposed in accordance with Article V.

Section 3. Utility Easements. Use of the Access Areas for utilities, as well as use of the other utility easements as shown on Exhibit "A", shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Access Areas.

Section 5. Ownership. Tract A as described on the Plat of Dadeland Walk shall upon completion of the improvements thereon be conveyed to the Association, which shall accept such conveyance. Beginning from the date of such conveyance, the Association shall be

responsible for the maintenance of such Access Areas, together with those situated on the Lots described in Article II, such maintenance to be in a continuous and satisfactory manner without cost to the general taxpayers of Dade County, and the Association shall be responsible for the payment of taxes assessed against the parcels named above which are owned by it and any improvements and any personal property on such parcels, which taxes accrue from and after the date of said conveyance, and such taxes shall be prorated as of the date of conveyance, between Developer and the Association. Developer shall have the right from time to time to enter upon the Access Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Access Areas that Developer elects to build.

ARTICLE V

Property Rights in the Common Areas

Section 1. Ownership. Upon completion of the development of the Common Areas, the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to the portions completed to the Association, and the Association shall accept such conveyance. Thereupon, the Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner without cost to general taxpayers of Dade County, and for the payment of taxes assessed against said Common Areas and any improvements and any personal property thereon accruing from and after the conveyance to the Association, and such taxes shall be prorated as of the date of conveyance. Prior to completion of said Common Areas and facilities and conveyance of the title thereto to the Association, the taxes assessed against such nonpublic property shall be paid by the Developer or its successors or assigns.

Section 2. Members Easements. Regardless of completion of the development of the Common Areas each Member and each tenant, agent and invitee of each such Member shall have a permanent and perpetual easement for the use of all Common Areas in common with all other Members, their tenants, agents and invitees, subject to the following:

(a) The Developer shall assign two parking spaces for each Lot within the Properties, which parking spaces shall be located in the Common Areas. Once assigned, each Lot shall have the exclusive use of said parking spaces, and thereafter said parking spaces shall not be reassigned or changed without the written consent of the Lot Owner. Said Lot Owner shall not transfer or assign the use of said parking spaces except in connection with the sale of the Lot. Said parking spaces shall be maintained by the Association as provided hereinafter in Section 4.

(b) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities.

(c) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted published rules and regulations.

(d) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas.

(e) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

(f) Upon completion of seventy-five percent (75%) of the townhouse dwellings on the Properties, the Owners of all Lots and townhouse dwellings located at the end of any building may apply for the approval of the construction of a patio not to exceed eight (8) feet in width and twenty-two (22) feet in depth located adjacent to the outside wall of said unit; which patio shall be located within the Common Areas. Provided that all governmental approvals have been obtained for the construction of said patio and slab, the Association shall approve the construction of said patio and slab and thereafter the owner of the Lot and townhouse dwelling adjoining said patio slab shall have the exclusive use of said patio and landscaping and the Lot Owner shall thereafter maintain at his sole expense the patio and slab and landscaping. The Association's obligation to maintain said patio and slab and landscaping shall terminate on the date of approval by the Association.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to the regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easement provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures, except utilities, and except any patios constructed pursuant to Section 2(f) above, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures shall include and extend to payment for all of the electricity consumed in their illumination. All work pursuant to this section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be against all Lots equally. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 5. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties, but all use of utility easements shall be in accordance with the applicable provisions of the Declaration.

Section 6. Public Easements. Fire, Police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

ARTICLE VI

Association Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it for which a Certificate of Occupancy has been issued described in Article II, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Access Areas as provided in Article IV hereof and for the maintenance of the Common Area as provided in Article V hereof, including such reasonable reserves as the Association may deem necessary, special assessments as provided in Section 4 hereof, and assessments for maintenance as provided in Section 3 hereof, such assessments to be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall upon the recordation of a Claim of Lien be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. All assessments, both regular and special, by the Association shall be against all Lots subject to its jurisdiction equally.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for maintenance of the Access Areas as provided in Article IV hereof and for maintenance of the Common Areas as provided in Article V hereof, for maintenance as provided in Section 3 hereof, for capital improvements as provided in Section 4 hereof, or to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants, including the payment of all taxes, both real and personal, assessed against the Common Areas and the Access Areas and all administrative expenses including but not limited to accounting fees, legal fees and management fees.

Section 3. Exterior Maintenance. The Association through action of its Board of Directors shall provide exterior maintenance upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, and exterior building surfaces. In addition to the exterior maintenance referred to in the preceding sentence, the Association shall be obligated to maintain that part of the landscaping, trees, shrubs, grass, walks, drives and

parking places and other exterior improvements situated in the front of each Lot outside the street and/or parking curbing and in the rear portion of each Lot beyond the building, and such expenses may be apportioned on a flat overall charge against all Lots subject to assessment by the Association. The cost of the exterior maintenance referred to in the first sentence of this Section 3 shall be assessed against the Lot upon which such maintenance is done and shall constitute an annual maintenance assessment or charge. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the assessment for each year, but said Board shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost of such exterior maintenance. The Owner shall maintain the structures and grounds on each Lot, with the exception of the portion of such Lot to be maintained by the Association, at all times in a neat and attractive manner. Upon the Owner's failure to do so, the Association may at its option after giving the Owner ten (10) days' written notice sent to his last known address, or to the address of the subject premises, have the grass, weeds, shrubs and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from such Lot, and replaced, and may have any portion of the Lot resodded or landscaped, and all expenses of the Association under this sentence shall be a lien and charge against the Lot on which the work was done upon the recordation of a Claim of Lien and the personal obligation of the then Owner of such Lot.

Section 4. Capital Improvements. Funds necessary for capital improvements relating to the Access Areas under the ownership of the Association may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such Association and upon approval by two-thirds favorable vote of the Members of such Association voting at a meeting or by ballot as may be provided in the By-laws of such Association.

Section 5. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article VI shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in monthly installments, or in annual or quarter-annual installments if so determined by the Board of Directors of the Association.

The amount of the annual assessment shall be \$900.00 per Lot, payable in equal monthly installments, until the amount of the assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

The due date of any special assessment under Section 4 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 6. Duties of the Board of Directors. Except for the initial assessment specified in Section 5, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot subject to the Association's jurisdiction for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 5 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, upon the recordation of a Claim of Lien become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If any assessments are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or shall record a Claim of Lien against the property on which the assessment is unpaid or may foreclose the lien against the property on which the assessment is unpaid or may pursue one or more of such remedies at the same time or successively; and there shall be added to the amount of such assessment attorneys' fees and costs of preparing and filing the Claim of Lien and the Complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court together with the costs of the action; and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

Section 8. Subordination of the Lien to Mortgages. The lien of any assessments provided for in this Article VI shall be subordinate to tax liens and the lien of any mortgage recorded prior to the recordation of the Claim of Lien, which mortgage encumbers any Lot to any institutional mortgagee (defined as a bank, savings and loan association, insurance company, an Agency of the United States Government, or a lender generally recognized in the community as an institutional-type lender) and which is now or hereafter placed on any property subject to assessment; provided however, that in the event of a foreclosure, any purchaser or mortgagee at a foreclosure sale, and any mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment accruing and becoming due after such foreclosure (or conveyance in lieu of foreclosure). The foregoing notwithstanding any mortgagee purchasing at a foreclosure sale and any mortgagee acquiring a deed in lieu of foreclosure shall not be liable for any assessment accruing and becoming due after such foreclosure or conveyance in lieu of foreclosure unless the unit owned is occupied by said mortgagee, its employees, agents or lessors under a lease with said mortgagee. All unpaid and accrued assessments becoming due prior to the acquisition of title as a result of foreclosure or deed in lieu of foreclosure shall be deemed an assessment divided equally among, payable by all Lots subject to assessments by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place in the manner and procedure aforesaid.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, including all of the maintenance and work permitted under Section 3 of this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Section 10. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot for which a Certificate of Occupancy has been issued, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may at any time commence paying such assessments as to Lots that it owns, including the payment of all taxes, both real and personal, assessed against the Common Areas and the Access Areas and all administrative expenses including but not limited to accounting fees, legal fees and management fees, and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 11. Effect on Development Lender. Chase Federal Savings and Loan Association is the owner and holder of a certain Mortgage recorded in Official Records Book 10255 at Page 71 of the Public Records of Dade County, Florida, which Mortgage encumbers The Properties. Notwithstanding any provisions that may be contained to the contrary in this instrument, in the event Chase Federal Savings and Loan Association becomes an Owner

of any Lot or Lots by virtue of a foreclosure of said Mortgage or by virtue of a deed in lieu of foreclosure of said Mortgage, Chase Federal Savings and Loan Association shall not be liable for assessments against such Lot or Lots so acquired.

Section 12. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots, as their interests may appear.

ARTICLE VII

Villa/Townhouse Covenants

Section 1. Applicability. The provisions of this Article VII shall be applicable to all of the Lots shown on the Plat of Dadeland Walk. Nothing in this Article VII shall be applicable to Tract A, except the provisions of Sections 5, 8, 9 and 10 hereof, which apply both to Lots and said parcels.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family townhouse dwelling not to exceed two stories in height. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until January 1, 1985, or until permanent cessation of such uses takes place, whichever is earlier.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Control Board (hereinafter identified) or its successor and all institutional mortgagees holding a mortgage on a dwelling unit within said building, and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of all Owners of all other dwelling units with which such building was connected at the time of its construction and all institutional mortgagees holding a mortgage on a dwelling unit within said building and also the prior written consent of Developer or its successor. Developer shall have the right but shall not be obligated to assign all of its rights and privileges under this Section 3 to the Association.

Section 4. Building Location. Buildings shall be located in conformance with the Article XVA, Section 33202.3, Paragraph P, of the Zoning Code of Dade County, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer or its successor or assignee. It is the intention of this paragraph to maintain standards equivalent to those imposed by the Zoning Code of Dade County. Therefore, where a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any further variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat of Dadeland Walk. Within these easements indicated by dashed lines of the plat, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, except for the installations for which a public authority or utility company is responsible. Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, Miami Dade Water & Sewer Authority, and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, electric and telephone lines, cables and conduits, and conduits under and through the utility easements as shown on the map, and under and through that portion of the rear of each Lot beyond the building, as such building may from time to time be located. Any damage caused to pavement, drive-ways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, shall be installed and maintained underground. The Association shall maintain one television antenna, per building, to service all units within said building. The Association shall have a permanent easement for ingress and egress for the installation and maintenance for said antennae in accordance with this paragraph.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot at any time or used on any Lot at any time as a residence either temporarily or permanently. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any houses built in this property or any ancillary building, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Board referred to in Section 13 hereof.

Section 8. Signs. No sign of any kind shall be displayed to the public view on The Properties except one sign of not more than one (1) square foot used to indicate the name of the resident.

Section 9. Oil and Mining Operations. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, however, the number of said pets shall not exceed two (2) for any Lot, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, Access Area, or anywhere else within The Properties except in locations designated by the Association.

Section 11. Damage to Buildings. In the event a dwelling unit is damaged, through act of God or other casualty, that Lot Owner shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair or rebuilding of the dwelling unit to comply with this responsibility. To accomplish the requirements of this Section, each Owner shall insure his dwelling unit at the highest insurable value.

Section 12. Visibility at Intersections. No obstruction to visibility at street intersections or Access Area intersections shall be permitted.

Section 13. Architectural Control. No building, wall, fence or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seems sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Control Board is composed of STUART M. FEDER, NEIL SCHIFF, MILTON S. JENNINGS, and the address of said Board is 9955 North Kendall Drive, Miami, Florida 33176. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant.

Section 14. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings may be maintained as that originally installed without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed, together with the written consent of all institutional mortgagees on dwelling units in the said building. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. Aluminum foil may not be placed on windows or glass doors. No Owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall or place any objects such as bicycles, toys, barbeques, etc. on the rear patio unless concealed from the view of the road frontage and other residential units, except, however, customary outdoor furniture.

Section 15. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot in this property, except only during the periods of approved construction on said Lot, and except that they may be stored within garages or behind patio walls or in designated areas if not visible from the Access Area, road, and other Lots or parcels. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 16. Easement for Encroachment. There shall be an easement for encroachment in favor of the Association and all Townhome Dwelling Owners in the event any Townhome Dwelling now or hereafter encroaches upon any other Townhome Dwelling as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of the Townhome Dwelling Owners, their designees, mortgagees and the Association.

Section 17. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer's assignee, or except any approved by the Architectural Control Board as above provided.

Section 18. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of the County of Dade for disposal or collection of same shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 19. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or Unit or roadway. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Board.

Section 20. Tennis Court Areas. No lights or lighting systems shall be erected on or near the tennis courts for the purpose of illuminating same.

ARTICLE VIII

Party Walls

Section 1. General. Each wall built as a part of the original construction of the single-family townhouse dwellings upon The Properties and placed on the dividing line between the Lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own Lot, with a cross-easement of support in the other portion.

Section 2. Sharing of Repairing Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall, except as otherwise provided herein.

Section 3. Destruction by Fire or Other Casualty. In the event of damage or destruction of the party wall from any cause whatsoever, other than the negligence or willful misconduct of either Owner thereto, the Owners shall, at their joint expense, repair or rebuild said wall and each Owner, his successors and assigns, shall have the right to full use as herein contained of said wall so repaired or rebuilt. If either Owner's negligence or willful misconduct causes damage or destruction of said wall, such negligent or willfully mischievous Owner shall bear the entire cost of repair or reconstruction. If either Owner shall refuse to pay his share, or all of such cost in the case of negligence or willful misconduct, the other Owner shall have such wall repaired or reconstructed and shall be entitled to a lien on the premises of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement costs. If either or both Owners shall give, or shall have given a mortgage or mortgages upon his property to an institutional mortgagee, then the institutional mortgagee shall have the full right at its option to exercise the rights of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

Section 4. Easement for Repairs. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse dwelling upon The Properties shall not be deemed a trespass so long as the repairs and reconstruction shall be done in workmanlike manner, and consent is hereby given to enter on adjacent townhouse dwellings to effect necessary repairs and reconstruction.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article VIII shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon conveyance or other transfer of title the liability of the prior Owner shall cease.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VIII, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE IX

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots and all institutional mortgagees of Lots have been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Developer, any association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board. The prevailing party in

any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees to be fixed by the court, including attorneys' fees in connection with appeal of any such action.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained, (3) and by all institutional mortgagees of Lots affected by this Declaration, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Dade County Public Records.

EXECUTED as of the date first above written.

Signed in the presence of:



Arthur S. Lazarus
Stuart M. Feder

DADELAND WALK, a Florida partnership
By:
L & F KENDALL CORP., a Florida corporation,

[Signature]

By: [Signature]
Attest: [Signature]

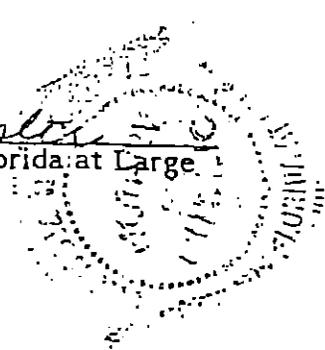
STATE OF FLORIDA
COUNTY OF DADE

SS

The foregoing instrument was acknowledged before me this 27th day of April, 1979 by Arthur S. Lazarus and Stuart M. Feder, President and Vice President/Secretary respectively of L & F KENDALL CORP., a Florida corporation, on behalf of DADELAND WALK, a Florida partnership.

Patricia G. Roberts
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 1 1982
BONDED THROUGH GENERAL INS. UNDERWRITERS





CFN 2003R0936586
 OR Bk 21917 Pgs 3606 - 3608 (3pgs)
 RECORDED 12/18/2003 15:27:07
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS
 OF DADELAND WALK ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 17 day of December, 2003, by DADELAND WALK ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Dadeland Walk Association, Inc. in accordance with the Declaration of Restrictions and Protective Covenants and related documents thereof, recorded in Official Records Book 10437, Page 2451, of the Public Records of Miami-Dade County, Florida, on the 28th day of June 1979; and

WHEREAS, the By-Laws of the Association were recorded in Official Records Book 21916, Page 2354, of the Public Records of Dade County, Florida;

WHEREAS, amendments to the By-Laws were proposed in accordance with the provisions of Article VIII of the By-Laws at a duly noticed Annual Meeting of the Members held on the 2nd day of December, 2003 (the "Meeting"), at which a quorum of Members were present in person and by Proxy; and

WHEREAS, the proposed amendments to the By-Laws were approved by a majority of the Members present in person or by proxy at the Meeting.

NOW, THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscore type. Deleted language is indicated by ~~struck through~~ type.
3. Section 1 of Article IV of the By-Laws is hereby amended as follows:

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. Further, any member of the Association seeking a position on the Board of Directors ("Board") shall not be eligible for Board membership if said member has been convicted by a court of law of a felony involving violence to persons or property, or a felony demonstrating dishonesty or



58

BY-LAWS
OF
DADELAND WALK ASSOCIATION, INC.

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DADELAND WALK ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to the real property described in Exhibit "A".

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at the residence or business address, in Dade County, Florida, of the then President of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article VI of the Declaration of Restrictions and Protective Covenants to which the Properties are subject, which is dated April 27, 1979, and was recorded June 28, 1979, in Official Records Book 10437, at Page 2451, of the Public Records of Dade County, Florida. ✓

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B member may be removed only by the Class B member and except that the directors named in the Articles of Incorporation may not be removed until the expiration of their terms.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of

the Board elected shall not be present at the time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three (3) days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

Section 8. Upon the Developer's relinquishment of control of the Architectural Control Board as provided for in Article VII at Section 13 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk, the Board of Directors shall appoint a Successor Architectural Control Board.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the fourth Monday of the month of January in each year beginning in 1980 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership, or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

*2
mend
add by
Sec.*

needed

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the records of the corporation. Each member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action governed by these By-Laws.

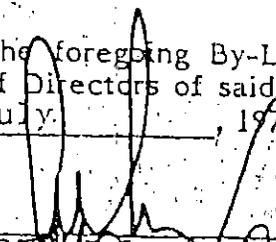
ARTICLE VIII

AMENDMENTS

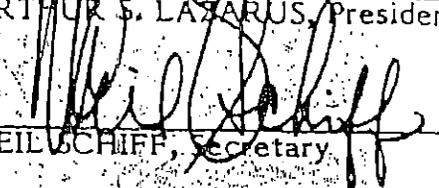
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy (but no individual may vote more than five (5) votes by proxy), provided that the notice to the members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further than any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants.

Section 2. The case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between said Declaration of Restrictions and Protective Covenants and these By-Laws, the said Declaration of Restrictions and Protective Covenants shall control.

WE DO HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 16th day of July, 1979.



ARTHUR S. LAZARUS, President



NEIL SCHIFF, Secretary

4

BY-LAWS OF DADELAND WALK ASSOCIATION, INC.

Pursuant to Article VIII, Section 1 of the By-Laws of Dadeland Walk Association, Inc., the following amendments were adopted at a regular meeting of the members of Dadeland Walk Association, Inc. held on the 31st day of January, 1983, by a vote of a majority of members present in person or by proxy, notice to members of the meeting having disclosed that the Amendment of the By-Laws was to be considered.

Article IV of the By-Laws of Dadeland Walk Association, Inc. is amended to add Section 9 as follows:

ARTICLE IV

BOARD OF DIRECTORS

Section 9. The Board of Directors may assess fines for violations of the provisions of the Declaration of Restrictions and Protective Covenants of Dadeland Walk, and its lawfully adopted and published Rules and Regulation articles and By-Laws.

The procedure for assessing fines shall be as follows:

- (a). A Violation Complaint Form or letter must be completed by a complainant and presented to the Board of Directors of Dadeland Walk.
- (b). A written warning shall be given to the owner, stating the violation and asking for cooperation to see that it is not repeated. No fine shall be assessed prior to giving a written warning.
- (c). Fines up to \$50.00 for first offense and up to \$100.00 for subsequent offenses or such other amounts as set by the Board of Directors.
- (d). If the violation continues, the matter shall be referred to the Association's attorney.
- (e). Any aggrieved person shall have the right to be heard by by the Board of Directors.

Fines imposed hereby shall be in addition to, and not in substitution for, any other right or power of the Board of Directors.

Article VI, Section 1 of the By-Laws of Dadeland Walk Association, Inc. is amended to read as follows (new words have been underlined):

AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR DADELAND WALK
(Recorded in Official Records Book 10437, at
Page 2451 of the Public Records of Dade
County, Florida)

The Developer, DADELAND WALK, a Florida partnership, by L & F KENDALL CORP., a Florida corporation, pursuant to Article IX, Section 5 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk, states that:

1. It currently holds title to a Lot affected by said Declaration.
2. Based on the request of the membership of Dadeland Walk Association, Inc. at its annual meeting on January 31, 1983, it has adopted the amendments hereinafter set forth:

Article V, Section 4 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk is amended to read as follows (new words have been underlined):

ARTICLE V.

Property Rights in the Common Areas

Section 4. MAINTENANCE. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures, except utilities, and except any patios constructed pursuant to Section 2(f) above, all of such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of street lighting fixtures shall include and extend to payment for all of the electricity consumed in their illumination. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI. Such assessments shall be against all Lots equally, except that the cost of repairs of damage caused by an owner, his family, guests, or agents, or his tenants, their family, guests or agents, may be assessed against that owner in the manner provided elsewhere herein for assessments and for liens upon Lots to secure same. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas of abandonment of his right to use the Common Areas.

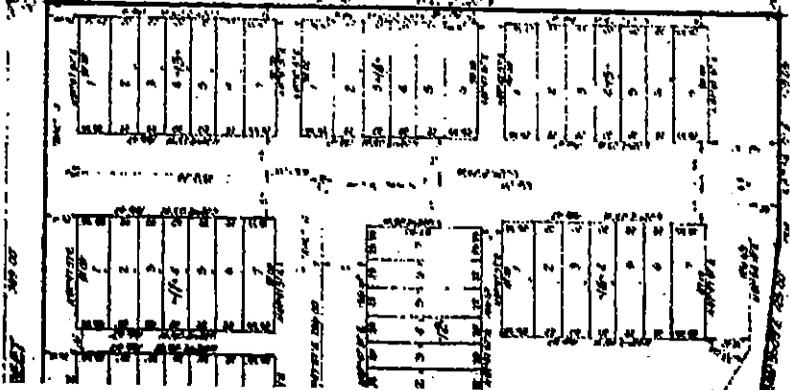
Article VI, Section 6 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk is amended to add the following paragraph:

111-77

Know All Men By These Presents That I, John J. [Name], of the County of [County] and State of [State], do hereby certify that the following is a true and correct copy of the original as shown to me by [Name], the person to whom the same were delivered by the County of [County] and State of [State].

[Name] Clerk of the County of [County] and State of [State], do hereby certify that the following is a true and correct copy of the original as shown to me by [Name], the person to whom the same were delivered by the County of [County] and State of [State].

EXHIBIT "A"
FOR DECLARATION OF
RESTRICTIONS AND
PROTECTIVE COVENANTS
FOR INDEALD HALL



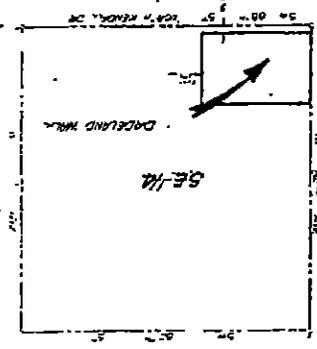
SW 68th Street

[Name], Clerk of the County of [County] and State of [State], do hereby certify that the following is a true and correct copy of the original as shown to me by [Name], the person to whom the same were delivered by the County of [County] and State of [State].

[Name] Clerk of the County of [County] and State of [State], do hereby certify that the following is a true and correct copy of the original as shown to me by [Name], the person to whom the same were delivered by the County of [County] and State of [State].

[Name] Clerk of the County of [County] and State of [State], do hereby certify that the following is a true and correct copy of the original as shown to me by [Name], the person to whom the same were delivered by the County of [County] and State of [State].

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
RICHARD P. BRINCK
CITY OF MIAMI, FLORIDA



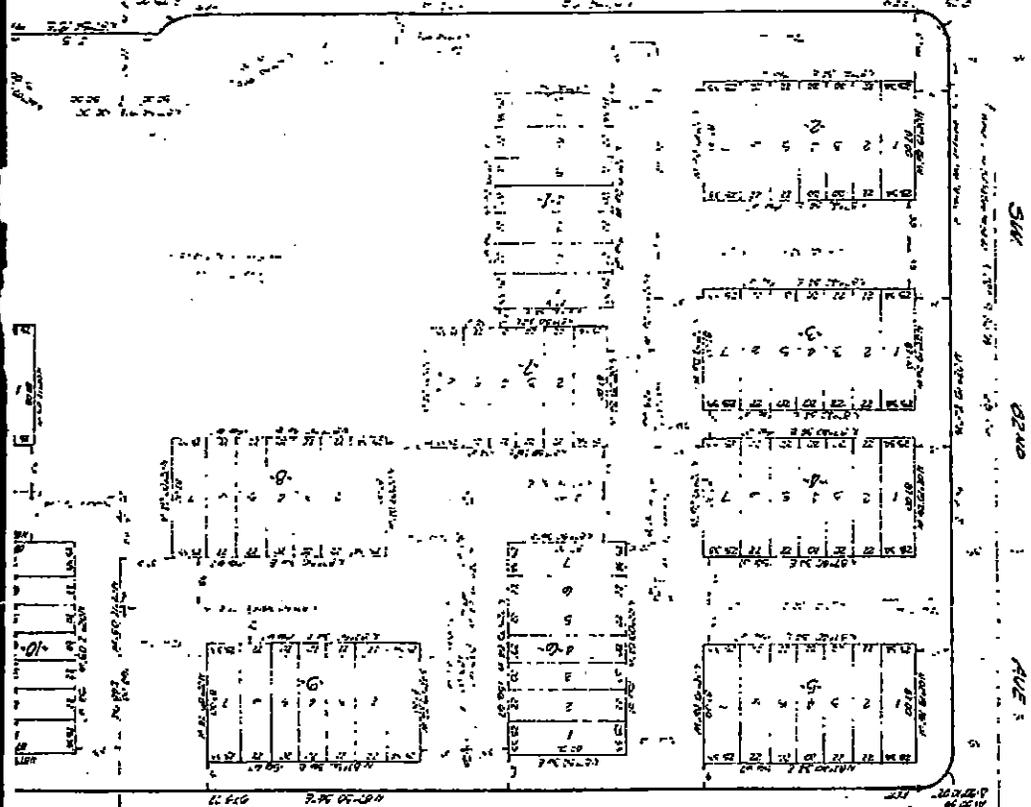
DETAIL A
SIGN, UTILITY DISSEMENT



Surveyor's C
Surveyor's
Date
Scale
North

SW 1/4 29TH
AVE 1

NORTH KENDAL DRIVE

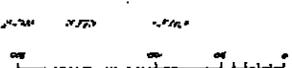


SW 1/4

SE 1/4

SW 1/4

SW 1/4 29TH AVE 1



1/8" = 10'
1/4" = 20'
1/2" = 40'
3/4" = 60'
1" = 80'
1 1/4" = 100'

WALK HUBBARD & ASSOCIATES, INC.
Civil Engineers
Land Surveyors
Miami, Florida
Scale 1" = 20'

DADELAND WALK

REC 10437 # 2464

A SUBDIVISION LYING IN THE SE 1/4 OF SECTION 34 TOWNSHIP 24 S, RANGE 40 W

DADE COUNTY, FLORIDA

ARTICLE VI.

Association Covenant for Maintenance Assessments

Section 6. DUTIES OF THE BOARD OF DIRECTORS. The Association shall have the power to assess fines for violations of the provisions of this Declaration of Restrictions and Protective Covenants for Dadeland Walk and its lawfully adopted and published Rules and Regulations, as set forth in the By-Laws of Dadeland Walk Association, Inc. All fines imposed by the Board of Directors in accordance with this Section shall be deemed assessments as defined in this Article VI.

Article VII, of the Declaration of Restrictions and Protective Covenants for Dadeland Walk is amended to add Section 21, LEASE APPROVAL, and Section 22, COMMON AREA SECURITY DEPOSITS.

ARTICLE VII.

Villa/Townhouse Covenants

Section 21. LEASE APPROVAL. No unit may be rented without the approval of a majority of the Board of Directors of the Association. An owner seeking to lease his unit must make application to the Board of Directors or designated committee, which shall then review the application and/or interview the prospective renter, but such approval may not be unreasonably withheld. There will be a non-refundable application fee of \$50.00 (such fee amount may be changed from time to time by the Board upon notice to all owners). All rentals must be pursuant to a written lease having a duration of at least one (1) year. However, with the approval of the Board of Directors or designated committee, unit owners may lease a unit to as many as two (2) different renters in any one year. No unit that is rented may be occupied by more than one (1) family unit at a time nor more than two (2) family units in any twelve month period, except under exceptional circumstances approved in writing by the Board of Directors or designated committee. In addition, no lease may be renewed without the approval of the Board of Directors or designated committee. The Association is to be given a fully executed copy of the original lease and a copy of any lease renewal. The Association shall be informed in writing of any proposed lease renewal at least thirty (30) days prior to the effective renewal date. The Board shall have ten (10) days to respond after receipt of a completed application and fee or any renewal thereof, or approval shall be assumed granted.

Section 22. COMMON AREA SECURITY DEPOSITS. For each lot containing a dwelling unit that is occupied by a tenant, the owner shall deposit with the Association the sum of \$250.00 (merely as a deposit and not the maximum liability to the Association) which, in addition to any sum payable by the applicable owner in accordance with this Declaration, shall be applied to the repair of any damage to common areas, and/or any assessment levied against unit. The fee amount may be changed from time to time by the Board upon notice to all owners. These funds are to be used for expenses or assessments to Association arising from damage to common area caused by tenant. Said deposit shall not bear interest but shall be returned to the owner when the unit is vacated if the renter has not caused any expense to the Association.

IN WITNESS WHEREOF, Dadeland Walk, a Florida partnership by

AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR DADELAND WALK

THIS AMENDMENT is made this 31st day of January, 1984 by DADELAND WALK, a Florida general partnership ("Developer") to that certain Declaration of Restrictions and Protective Covenants for Dadeland Walk recorded June 28, 1979 in Official Records Book 10437, Page 2451 of the Public Records of Dade County, Florida (the "Declaration").

RECITALS

- A. Developer is the "Developer" under the Declaration.
B. Article IX, Section 5 of the Declaration provides that the Declaration may be amended by Developer for as long as it holds title to any Lot (as defined therein) subject thereto.
C. Developer holds title to at least one such Lot.
D. Developer desires to amend the Declaration as herein-after provided.

NOW, THEREFORE, by the authority reserved unto Developer as aforesaid, Article VII of the Declaration is hereby amended by adding the following new section thereto:

Section 21. Effect on Developer. Notwithstanding anything contained in this Declaration to the contrary, for so long as Developer or any of its partners or their officers, directors or shareholders or any of their respective heirs, successors or assigns holds title to a Lot, Developer (or such other parties) shall have the right, by itself or through authorized sales agents, to use one or more Lots as a model and/or sales office (including, without limitation, the placement of appropriate signage thereon), to maintain directional signs and one (1) general sign on the common areas, to have guests and invitees enter into The Properties and examine same, all for sales purposes and, generally, to do such other things as Developer or the aforesaid parties or agents deems reasonably necessary for the sales of Lots. Neither the Association nor any Owner shall in any manner interfere with Developer's activities as aforesaid.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date and year first above written.

DADELAND WALK, a Florida general partnership, by L & F KENDALL CORP., a Florida corporation and general partner

Witnessed by:

Handwritten signatures of Charles W. Edgar and Robert Rosen

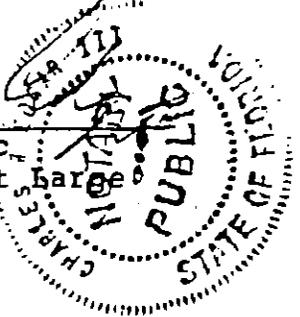
By: [Signature] (Seal) President

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 31st day of January, 1984 by Stuart M. Fedco, as the President of L & F Kendall Corp., a Florida corporation, on behalf of the corporation as general partner of Dadeland Walk, a Florida general partnership.



Notary Public,
State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 12 1985
BONDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
RICHARD P. BRINKER
CLERK CIRCUIT COURT

AMENDMENTS TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR DADELAND WALK
(Recorded in Official Records Book 10437, at
Page 2451 of the Public Records of Dade
County, Florida)

The Developer, DADELAND WALK, a Florida partnership, by
L & F KENDALL CORP., a Florida corporation, which holds title
to a Lot affected by said Declaration, pursuant to Article
IX, Section 5 of the Declaration of Restrictions and Protective
Covenants for Dadeland Walk, has adopted the amendments herein-
after set forth:

Article VI, Section 5 of the Declaration of Restrictions
and Protective Covenants for Dadeland Walk is amended to read
as follows (new words have been underlined):

ARTICLE VI

Association Covenant for Maintenance Assessments

Section 7. Effect of Non-Payment of Assessment; the Personal
Obligation of the Owner; the Lien, Remedies of the Association. If
the assessments are not paid on the date when due (being the date
specified in Section 5 hereof), then such assessment shall become
delinquent and shall, together with such interest thereon and the
cost of collection thereof as hereinafter provided, upon the
recording of a Claim of Lien become a continuing lien on the
property which shall bind such property in the hands of the then
Owner, his heirs, devisees, personal representative, successors
and assigns. The Claim of Lien shall secure all unpaid assess-
ments or fines, interest, costs and attorneys fees which are due
and which may accrue subsequent to the recording of the Claim of
Lien and prior to entry of a Final Judgment of Foreclosure. The
personal obligation of the then Owner to pay such assessment,
however, shall remain his personal obligation for the statutory
period and shall not pass to his successors in title unless
expressly assumed by them.

If any assessments are not paid within thirty (30) days after
the due date, the assessment shall bear interest from the date
when due at the highest interest rate allowed by law. The
Association may bring an action at law against the Owner
personally obligated to pay the same or shall record a Claim
of Lien against the property on which the assessment is
unpaid or may foreclose the lien against the property on
which the assessment is unpaid or may pursue one or more
of such remedies at the same time or successively; and there
shall be added to the amount of such assessment attorneys'
fees and costs of preparing and filing the Claim of Lien and
the Complaint in such action; and in the event a judgment is
obtained, such judgment shall include interest on the assessment
as above provided and a reasonable attorneys' fee to be
fixed by the Court together with the costs of the action;
and the Association shall be entitled to attorneys' fees in
connection with any appeal of any such action.

It shall be the legal duty and responsibility of the
Association to enforce payment of the assessments hereunder.

1984 JUL 13 PM 2:11

84R214941

Article IX, Section 5, of the Declaration of Restrictions and Protective Covenants for Dadeland Walk is amended to read as follows (new words have been underlined):

ARTICLE IX

General Provisions

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained, (3) and by all institutional mortgagees of Lots affected by this Declaration, provided, that so long as the Developer is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained, or alternatively, (4) by unanimous approval of the Board of Directors and by approval by owners holding not less than 2/3 of the voting interests in the association.

The Declaration of Restrictions and Protective Covenants for Dadeland Walk is amended to add Article X as follows:

ARTICLE X

Indemnification

1. The Association shall indemnify every officer and every director of the Association with respect to action taken in his official capacity against all expenses and liabilities, including attorney's fees, judgments, fines and amounts paid in settlement, which are actually and reasonably incurred by him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of, the Association), including any appeal thereof, provided that:

(a). The officer or director acted in good faith and in a manner that said officer or director reasonably believed to be in, or not opposed to, the best interests of the Association.

(b). With respect to any criminal action or proceeding, the officer or director did not have reasonable cause to believe his conduct was unlawful.

(c). With respect to any action, the officer or director was not guilty of gross negligence or willful misconduct.

2. The indemnification provided herein shall not be exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, both as to action taken in official capacity or otherwise.

3. The Association is authorized to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, against any lia-

MI: 17E08P2268

97R171774 1997 APR 21 10:28

AMENDMENT TO DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR DADELAND WALK

(recorded in Official Records Book 10437 at Page 2451
of the public records of Dade County, Florida)

The following amendment has been adopted in accordance with Article IX, Section 5 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk, as amended, by the unanimous approval of the Board of Directors of Dadeland Walk Association, Inc. and by the approval by owners holding not less than 2/3 of the voting interests in the association:

Article VII, Section 5 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk is amended to read as follows (new words are underlined; deleted words are lined through):

Article VII
Villas/Townhouse Covenants

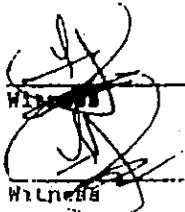
Section 5: Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the Plat of Dadeland Walk. Within these easements indicated by dashed lines of the plat, no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, or prevent the maintenance of utilities. The area of each lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot or by the Association, except for the installations for which a public authority or utility company is responsible. Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, Miami Dade Water & Sewer Authority, and Developer, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storms drains, electric and telephone lines, cables and conduits, and conduits under and through the utility easements as shown on the map, and under and through that portion of the rear of each Lot beyond the building, as such building may from time to time be located. Any damage caused to pavement, drive-ways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivision, shall be installed and maintained underground. ~~The Association shall maintain one television antenna, per building, to service all units within said building. The Association shall have a permanent easement for ingress and egress for the installation and maintenance for said antennae in accordance with this paragraph.~~ Effective October 1, 1996 the Association shall no longer maintain any master television antennas for any of the buildings at Dadeland Walk. The Association shall remove the master television antenna and television amplifier from each building and shall repair and seal the area on each building from which the master television antenna and television amplifier were removed.

REC: 17608PF2269

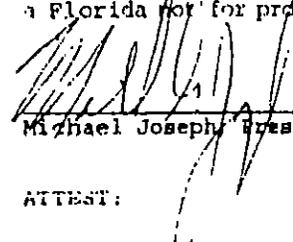
IN WITNESS WHEREOF Dadeland Walk Association, Inc., a Florida not for profit corporation, has executed this Certificate of Amendment this 14 day of APRIL, 1997.

Signed in the presence of:

DADELAND WALK ASSOCIATION, INC.
a Florida not for profit corporation.



Witness

by: 

Michael Joseph, President

ATTEST:



Kathi Carmona, Secretary

(affix corporate seal)

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing Certificate of Amendment was acknowledged before me this 14th day of APRIL, 1997 by Michael Joseph, as President and Kathi Carmona, as Secretary of Dadeland Walk Association, Inc., a Florida not for profit corporation, who [X] are personally known to me or [] who have produced _____ as identification.



Notary Public
My Commission Expires:



BETTY A. SCOTT
My Commission CC887874
Expires May. 27, 2000

RECEIVED IN OFFICIAL RECORDS ROOM
OF DADE COUNTY, FLORIDA
RECORDED BY:
HARVEY RUVIN
NOTARY PUBLIC

dw\art5(7).exe

State of Florida



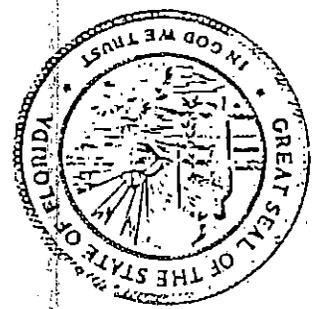
Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of DADELAND WALK ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 11, 1979, as shown by the records of this office.

The charter number for this corporation is 748052.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 13th day of July, 1979.

[Handwritten Signature]
Secretary of State



CER 101
12-78

ARTICLES OF INCORPORATION
OF
DADELAND WALK ASSOCIATION, INC.

FILED
JUL 11 3 04 PM '79
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscribers, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be DADELAND WALK ASSOCIATION, INC., which is hereinafter referred to as "the Association."

ARTICLE II

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Restrictions and Protective Covenants for Dadeland Walk dated April 27, 1979, and recorded June 28, 1979, in Official Records Book 10437 at Page 2451 of the Public Records of Dade County, Florida. Pursuant to said Declaration of Restrictions and Protective Covenants, the Association shall own and maintain the Access Areas and Common Areas of DADELAND WALK and shall provide exterior maintenance upon the lots as called for in said Declaration of Restrictions and Protective Covenants.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm or corporation.

The Association shall have the power:

A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.

B. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of the Articles and the Covenants above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association.

ARTICLE III

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of Dadeland Walk, a Florida partnership, hereinafter referred to as "the Developer." Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, and the Class B member shall be entitled to elect a majority of the Board of Directors, provided that the Class B membership shall cease and terminate when the last Lot within The Villas-Lakes has been sold and conveyed by Developer.

Section 3. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if twenty-five percent of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE IV

CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three persons, but as many persons as the Board of Directors shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting.

Section 2. Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members in 1979 and until qualified successors are duly elected and have taken office, shall be as follows:

ARTHUR S. LAZARUS	P. O. Box 560987 Kendall Station Miami, Florida 33156
SAM JENNINGS	17370 South Dixie Highway Miami, Florida 33157
NEIL SCHIFF	9856 North Kendall Drive Miami, Florida 33156

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in the Dadeland Walk development or shall be authorized representatives, officers, or employees or corporate members of the Association.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VI

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, any Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors in 1980 and until successors are duly elected and have taken office, shall be as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Arthur S. Lazarus	P. O. Box 560987, Kendall Station Miami, Florida 33156
Vice President	Sam Jennings	17370 South Dixie Highway Miami, Florida 33157
Secretary and Treasurer	Neil Schiff	9856 North Kendall Drive Miami, Florida 33176

ARTICLE VII

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE VIII

AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection.

ARTICLE IX

SUBSCRIBERS

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

Harvey L. Lasky	2699 South Bayshore Drive, 400-C Miami, Florida 33133
Sharon Hershman	2699 South Bayshore Drive, 400-C Miami, Florida 33133
Gladys S. Bosisio	2699 South Bayshore Drive, 400-C Miami, Florida 33133

BY-LAWS
OF
DADELAND WALK ASSOCIATION, INC.

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DADELAND WALK ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to the real property described in Exhibit "A".

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at the residence or business address, in Dade County, Florida, of the then President of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article VI of the Declaration of Restrictions and Protective Covenants to which the Properties are subject, which is dated April 27, 1979, and was recorded June 28, 1979, in Official Records Book 10437, at Page 2451, of the Public Records of Dade County, Florida.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B member may be removed only by the Class B member and except that the directors named in the Articles of Incorporation may not be removed until the expiration of their terms.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of

the Board elected shall not be present at the time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three (3) days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

Section 8. Upon the Developer's relinquishment of control of the Architectural Control Board as provided for in Article VII at Section 13 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk, the Board of Directors shall appoint a Successor Architectural Control Board.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the fourth Monday of the month of January in each year beginning in 1980 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership, or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

D

BY-LAWS OF DADELAND WALK ASSOCIATION, INC.

Pursuant to Article VIII, Section 1 of the By-Laws of Dadeland Walk Association, Inc., the following amendments were adopted at a regular meeting of the members of Dadeland Walk Association, Inc. held on the 31st day of January, 1983, by a vote of a majority of members present in person or by proxy, notice to members of the meeting having disclosed that the Amendment of the By-Laws was to be considered.

Article IV of the By-Laws of Dadeland Walk Association, Inc. is amended to add Section 9 as follows:

ARTICLE IV

BOARD OF DIRECTORS

Section 9. The Board of Directors may assess fines for violations of the provisions of the Declaration of Restrictions and Protective Covenants of Dadeland Walk, and its lawfully adopted and published Rules and Regulation articles and By-Laws.

The procedure for assessing fines shall be as follows:

- (a). A Violation Complaint Form or letter must be completed by a complainant and presented to the Board of Directors of Dadeland Walk.
- (b). A written warning shall be given to the owner, stating the violation and asking for cooperation to see that it is not repeated. No fine shall be assessed prior to giving a written warning.
- (c). Fines up to \$50.00 for first offense and up to \$100.00 for subsequent offenses or such other amounts as set by the Board of Directors.
- (d). If the violation continues, the matter shall be referred to the Association's attorney.
- (e). Any aggrieved person shall have the right to be heard by by the Board of Directors.

Fines imposed hereby shall be in addition to, and not in substitution for, any other right or power of the Board of Directors.

Article VI, Section 1 of the By-Laws of Dadeland Walk Association, Inc. is amended to read as follows (new words have been underlined):

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the records of the corporation. Each member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action governed by these By-Laws.

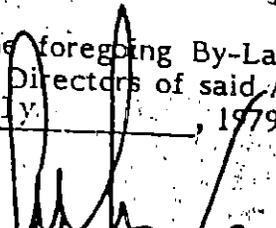
ARTICLE VIII

AMENDMENTS

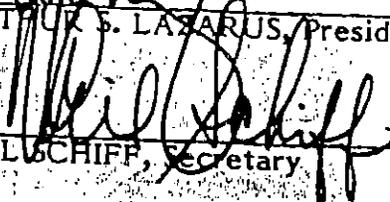
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy (but no individual may vote more than five (5) votes by proxy), provided that the notice to the members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further than any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants.

Section 2. The case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between said Declaration of Restrictions and Protective Covenants and these By-Laws, the said Declaration of Restrictions and Protective Covenants shall control.

WE DO HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 16th day of July, 1979.



ARTHUR S. LAZARUS, President



NEIL SCHIFF, Secretary

IN WITNESS WHEREOF, the said subscribers have hereunto set their hands and seals this 3rd day of July, 1979.

Harvey L. Lasky (SEAL)
Harvey L. Lasky

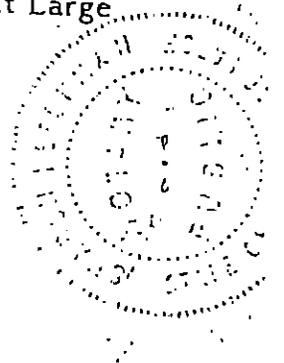
Sharon Hershman (SEAL)
Sharon Hershman

Gladys S. Bosisio (SEAL)
Gladys S. Bosisio

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 3rd day of July, 1979, by HARVEY L. LASKY, SHARON HERSHMAN and GLADYS S. BOSISIO

Sharon Hershman
Notary Public, State of Florida at Large



My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 31, 1975
BONDED BY AMERICAN BANKERS INSURANCE CO

ARTICLE VI
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held in January in each year beginning in 1980 at such time and place as shall be determined by the Board of Directors.

IN WITNESS WHEREOF, Dadeland Walk Association, Inc. has caused this Certificate of Amendment to be executed this _____ day of _____, 1983.

Signed in the presence of:

DADELAND WALK ASSOCIATION, INC.
a Florida corporation not for profit.

By _____
President

Attest: _____
Secretary

(Affix corporate seal)

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by _____, President and Secretary respectively, of Dadeland Walk Association, Inc., a corporation not for profit under the laws of the State of Florida.

Notary Public - State of Florida

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Theodore R. Bayer, Esquire
Tobin, Bayer & Jacobson
10661 North Kendall Drive
Suite 207
Miami, Florida 33176

BY-LAWS
OF
DADELAND WALK ASSOCIATION, INC.

A Corporation Not for Profit Under the Laws of the State of Florida

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to DADELAND WALK ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida.

Section 2. The "Properties" shall mean and refer to the real property described in Exhibit "A".

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

Section 4. "Member" shall mean and refer to all those owners who are members of the Association as provided in Article III, Section 1, of the Articles of Incorporation of the Association.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at the residence or business address, in Dade County, Florida, of the then President of the Association.

ARTICLE III

MEMBERSHIP

Section 1. Membership of the Association is as set forth in Article III, Section 1, of the Articles of Incorporation of the Association.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of, and becomes a lien upon, the Properties against which such assessments are made as provided by Article VI of the Declaration of Restrictions and Protective Covenants to which the Properties are subject, which is dated April 27, 1979, and was recorded June 28, 1979, in Official Records Book 10437, at Page 2451, of the Public Records of Dade County, Florida.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. The election shall be decided by majority vote.

Section 2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the directors elected by the Class B member may be removed only by the Class B member and except that the directors named in the Articles of Incorporation may not be removed until the expiration of their terms.

Section 3. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of

the Board elected shall not be present at the time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of members upon three (3) days' notice in writing to each member of the Board elected, stating the time, place and object of such meeting.

Section 4. Regular meetings of the Board of Directors may be held any place or places within Dade County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

Section 5. No notice shall be required to be given of any regular meeting of the Board of Directors.

Section 6. Special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Dade County, Florida, and at any time.

Section 7. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of any two members of the Board to each member of the Board not less than three (3) days by mail or one day by telephone or telegraph. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the directors.

Section 8. Upon the Developer's relinquishment of control of the Architectural Control Board as provided for in Article VII at Section 13 of the Declaration of Restrictions and Protective Covenants for Dadeland Walk, the Board of Directors shall appoint a Successor Architectural Control Board.

see amend adding Sec.

ARTICLE V

OFFICERS

Section 1. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 3. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 4. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the fourth Monday of the month of January in each year beginning in 1980 at such time and place as shall be determined by the Board of Directors.

Section 2. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth of all the votes of the entire membership, or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Amended

Section 3. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the records of the corporation. Each member shall register his address with the Secretary, and notice of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

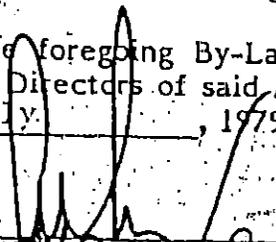
Section 4. The presence at the meeting of members entitled to cast twenty-five percent (25%) of the votes shall constitute a quorum for any action governed by these By-Laws.

ARTICLE VIII
AMENDMENTS

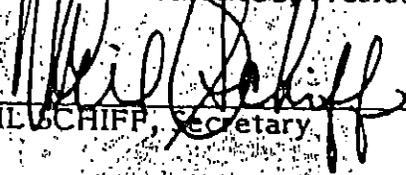
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy (but no individual may vote more than five (5) votes by proxy), provided that the notice to the members of the meeting disclosed the information that the amendment of the By-Laws was to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further than any matters stated herein to be or which are in fact governed by the Declaration of Restrictions and Protective Covenants referred to herein may not be amended except as provided in such covenants.

Section 2. The case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between said Declaration of Restrictions and Protective Covenants and these By-Laws, the said Declaration of Restrictions and Protective Covenants shall control.

WE DO HEREBY CERTIFY that the foregoing By-Laws of the above-named corporation were duly adopted by the Board of Directors of said Association in a meeting held for such purpose on the 16th day of July, 1979.



ARTHUR S. LAZARUS, President



NEIL SCHIFF, Secretary

BY-LAWS OF DADELAND WALK ASSOCIATION, INC.

Pursuant to Article VIII, Section 1 of the By-Laws of Dadeland Walk Association, Inc., the following amendments were adopted at a regular meeting of the members of Dadeland Walk Association, Inc. held on the 31st day of January, 1983, by a vote of a majority of members present in person or by proxy, notice to members of the meeting having disclosed that the Amendment of the By-Laws was to be considered.

Article IV of the By-Laws of Dadeland Walk Association, Inc. is amended to add Section 9 as follows:

ARTICLE IV

BOARD OF DIRECTORS

Section 9. The Board of Directors may assess fines for violations of the provisions of the Declaration of Restrictions and Protective Covenants of Dadeland Walk, and its lawfully adopted and published Rules and Regulation articles and By-Laws.

The procedure for assessing fines shall be as follows:

- (a). A Violation Complaint Form or letter must be completed by a complainant and presented to the Board of Directors of Dadeland Walk.
- (b). A written warning shall be given to the owner, stating the violation and asking for cooperation to see that it is not repeated. No fine shall be assessed prior to giving a written warning.
- (c). Fines up to \$50.00 for first offense and up to \$100.00 for subsequent offenses or such other amounts as set by the Board of Directors.
- (d). If the violation continues, the matter shall be referred to the Association's attorney.
- (e). Any aggrieved person shall have the right to be heard by by the Board of Directors.

Fines imposed hereby shall be in addition to, and not in substitution for, any other right or power of the Board of Directors.

Article VI, Section 1 of the By-Laws of Dadeland Walk Association, Inc. is amended to read as follows (new words have been underlined):

ARTICLE VI
MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held in January in each year beginning in 1980 at such time and place as shall be determined by the Board of Directors.

IN WITNESS WHEREOF, Dadeland Walk Association, Inc. has caused this Certificate of Amendment to be executed this _____ day of _____, 1983.

Signed in the presence of:

DADELAND WALK ASSOCIATION, INC.
a Florida corporation not for profit.

By _____
President

Attest: _____
Secretary

(Affix corporate seal)

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by _____ and _____, President and Secretary respectively, of Dadeland Walk Association, Inc., a corporation not for profit under the laws of the State of Florida.

Notary Public - State of Florida

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

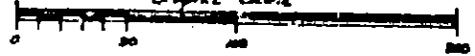
Theodore R. Bayer, Esquire
Tobin, Bayer & Jacobson
10661 North Kendall Drive
Suite 207
Miami, Florida 33176

DADELAND WEST

A Subdivision Lying In The SE 1/4 Of Section 24 Township 34 S, R. 10 E, Dade County, Florida

Jack Mueller & Associates, Inc.
Civil Engineers Land Surveyors
Miami Florida

Feb. 1975 Scale 1" = 50'



KINGS CREEK WEST 106/50

NOT SUBDIVIDED

