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 JUAN FERNANDEZ-BARQUIN
 CLERK OF THE COURT & COMPTROLLER
 MIAMI-DADE COUNTY, FL

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
 FOR DADELAND WALK**

THIS CERTIFICATE OF AMENDMENT ("Certificate") is executed this 8th day of October, 2025, 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 Association, Inc., in accordance with the Declaration of Restrictions and Protective Covenants and related documents recorded in Official Records Book 10437, Page 2451, of the Public Records of Miami-Dade County, Florida and all exhibits and amendments thereto ("Declaration"); and

WHEREAS, in accordance with Section 5 of Article IX of the Declaration, a proposed amendment to Section 7 of Article VI of the Declaration and Section 21 of Article VII of the Declaration was approved by the unanimous approval of the Board of Directors and the approval of owners holding not less than 2/3rds of the voting interests of the Association at a duly noticed Special Meeting of the Members and Special Meeting of the Board of Directors held on September 16, 2025.

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recital 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 7 of Article VI of the Declaration entitled "Effect of Non Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association" is hereby amended as follows:

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 representative, successors and assigns. The Claim of Lien shall secure all unpaid assessments 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)~~ fifteen (15) 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.

In addition to the remedies set forth above, if an Owner of a leased Lot is delinquent in the payment of any monetary obligation due to the Association for more than thirty (30) days, the Association may notify the Owner and tenant(s) that all further rental payments shall be paid to the Association until said Owner's delinquent balance is paid in full. In such event, the tenant(s) shall be obligated to commence paying all future rent payments to the Association and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full to the Association and the Association releases the tenant(s) or until the tenant(s) discontinues tenancy in the Lot. During the period of time that the tenant(s) is/are paying his/her/their rent to the Association, the Owner may not evict the tenant(s) for non-payment of rent. However, if the tenant(s) do not pay the rent to the Association as required herein, the Association may, in its own name, bring eviction proceedings against the tenant(s) for such failure, all as provided by Chapter 83, Florida Statutes. In any such action, the Association shall be entitled to recover its costs, including reasonable attorneys' fees, incurred in prosecuting such action, including, but not limited to, fees and costs incurred pre-litigation, at litigation, in mediation and/or arbitration, and/or on appeal.

4. Section 21 of Article VII of the Declaration entitled "Lease Approval" is hereby amended in its entirety and restated as follows:

Section 21. LEASE APPROVAL. Leases and lease renewals shall be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld. An Owner who intends to lease his/her Lot or intends to renew a lease on his/her Lot shall submit to the Association written notice of such intention, together with the name and address of the intended tenant(s) and occupant(s), a fully completed and executed standard lease approval application form and lease addendum as promulgated by the Board of Directors from time to time and such other information concerning the intended tenant(s) and occupant(s) as the Association may reasonably require, a copy of the proposed written lease or lease renewal and a non-refundable application fee of \$200.00 [such fee amount may be changed from time to time by the Board of Directors upon notice to all Owners] (the "Lease Application Package").

Within thirty (30) days from the Association's receipt of the completed Lease Application Package the Board of Directors will either approve or disapprove the proposed lease or lease renewal. No tenant may occupy a Lot prior to obtaining the Board of Directors' approval unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if a prospective tenant occupies the Lot prior to receipt of approval from the Board of Directors. Each lease and the lease addendum referred to above shall be in writing and



shall specifically provide (or, if it does not, shall be automatically deemed to provide) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Governing Documents of the Association. An Owner leasing his/her Lot shall be deemed to irrevocably appoint the Association as his/her agent or attorney-in-fact in his/her place and stead to terminate the tenancy of any tenant who violates any of the terms of the Governing Documents. The determination of whether a violation has occurred shall be within the sole discretion of the Board of Directors. The Owner shall be liable for all costs and reasonable attorney's fees incurred by the Association in connection with the termination of the lease or tenancy and the eviction of the tenant. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Owner of his or her obligation to terminate the lease and evict the tenant for any violations of the Governing Documents. Only leases with terms of one (1) year will be approved. No Lot may be leased more than once in any twelve (12) month period. If an approved tenant should vacate the Lot prior to the expiration of the lease term, the Owner shall not be permitted to relet the Lot until the expiration of the rental term for the vacating tenant.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 8th day of October, 2025.

Witnesses:

[Signature]

Print Name: Lena Moeno

Address: 201 Alhambra Circle

Coral Gables, FL 33134

Print Name: [Signature]

Cristina C. Vera

Address: 201 Alhambra Circle

Coral Gables, FL 33134

[Signature]

Print Name: Lena Moeno

Address: 201 Alhambra Circle

Coral Gables, FL 33134

Print Name: [Signature]

Cristina C. Vera

Address: 201 Alhambra Circle

Coral Gables, FL 33134

DADELAND WALK ASSOCIATION, Inc.,
a Florida corporation not-for-profit

By: [Signature]
Elizabeth Kenneally, President

By: [Signature]
Marilyn J. Dennis, Treasurer



STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical appearance or _____ online notarization, this 8 day of October, 2025, by **Elizabeth Kenneally as President and Marilyn J. Derris as Treasurer of Dadeland Walk Association, Inc.**, a Florida corporation, on behalf of the corporation. They are personally known to me and/or have produced Florida Driver's License Number _____ and _____ as identification.

Olga M. Fernandez
Notary Public - State of Florida
Print Name: Olga M. Fernandez
My Commission Expires:



OLGA M. FERNANDEZ
Commission # HH 356952
Expires May 8, 2027

This instrument prepared by:
Christyne D. Santisteban, Esq.
SIEGFRIED RIVERA
201 Alhambra Circle, 11th Floor
Coral Gables, FL 33134

4932-7154-0335, v. 1

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a true and correct copy of the original on file in this office OCT 09 2025, 20____
JUAN FERNANDEZ-BARQUIN, Clerk of the Court and Comptroller, Miami-Dade County



Deputy Clerk *[Signature]*
Lisa Aguirre #308632