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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 De-
claration.
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 appur-
tenances, sidewalks and other structures, except utilities, and
except any portion 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 ac-
cordance 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 or 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 fol-
lowing paragraph:

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

