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

This Certificate of Amendment previously recorded on January 9, 2024, in Official Records Book 34047 at Page 2, is being rerecorded to ensure legibility.

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

THIS CERTIFICATE OF AMENDMENT ("Certificate") is executed this 6<sup>TH</sup> day of February, 2024, 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 3 of Article VI of the Declaration entitled "Exterior Maintenance" 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 December 6, 2023.

**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 3 of Article VI of the Declaration entitled "Exterior Maintenance" is hereby amended as follows:

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. The Owner's obligation to maintain the structures and grounds on each Lot includes, but is

not limited to, the maintenance, repair, replacement and care for roofs, gutters and downspouts on such Lot. 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.

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 6<sup>th</sup> day of February, 2024.

Witnesses:

Jeana Perez

Print Name: Jeana Perez

Michelle Acosta

Print Name: Michelle Acosta

Jeana Perez

Print Name: JEANA PEREZ

Michelle Acosta

Print Name: MICHELLE ACOSTA

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

The foregoing instrument was acknowledged before me by means of X physical appearance or \_\_\_\_\_ online notarization, this 6<sup>th</sup> day of February, 2024, by **Liz Kenneally as President and Georgina Serio as Secretary 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.

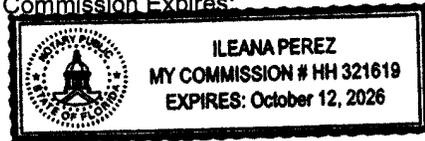
**DADELAND WALK ASSOCIATION, Inc.**,  
a Florida corporation not-for-profit

By: Liz Kenneally  
Liz Kenneally, President

By: Georgina Serio  
Georgina Serio, Secretary

Jeana Perez  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
Caridad Rusconi, Esq.  
SIEGFRIED RIVERA  
201 Alhambra Circle, 11<sup>th</sup> Floor  
Coral Gables, FL 33134



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