

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)

84R214941

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 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) 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.

13.00

12205 1984

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-

bility asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

IN WITNESS WHEREOF, Dadeland Walk, a Florida partnership by L & F KENDALL CORP., a Florida corporation, has caused this Certificate of Amendment to be executed this 21st day of June, 1984.

Signed in the Presence of:

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

H.A. Loos
Debbie Shively

By:

Attest:

Nancy Coffman
Asst. Corporate Secretary



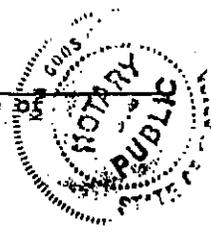
STATE OF FLORIDA)
)ss.
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21st day of June, 1984, by Stuart Feder, President and Nancy Coffman, Asst. Corporate Secretary and _____, respectively, of L & F KENDALL CORP., a Florida corporation, on behalf of Dadeland Walk, a Florida partnership.

My Commission Expires:

H.A. Loos
Notary Public - State of Florida

NOTARY PUBLIC
MY COMMISSION EXPIRES
BONDED THEREON



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD NUMBER

RICHARD P. BRINKER,
CLERK CREDIT COURT