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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT TO
DECLARATION OF RESTRICTIONS

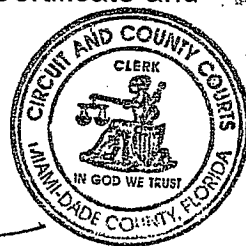
GALLOWAY GLEN

The undersigned President and Secretary of Galloway Glen Homes Association, Inc., a Florida corporation not for profit, which is legally described as:

All of GALLOWAY GLEN, according to the Plat thereof, as recorded in Plat Book 108, at Page 54, of the Public Records of Dade County, Florida, less and except TRACT A thereof,

hereby certify that the following Amended Declaration of Restrictions Galloway Glen (Exhibit "A" attached) has been duly adopted by the unit owners of a majority of the lots (excluding publicly dedicated tracts) in Galloway Glen Homes, as evidenced by the signatures contained on the instruments attached hereto as Exhibit "B", all in accordance with the provisions of Article 18 of the Declaration of Restrictions Galloway Glen recorded on April 21, 1978 in Official Records Book 10012 at Page 1052 of the Public Records of Dade County, Florida.

IN WITNESS WHEREOF, the undersigned have signed this Certificate and affixed the corporate seal this 16th day of April, 2008.



[Handwritten signature of Anthony Baradat]

ANTHONY BARADAT, President


[Handwritten signature of Maria Espinosa-Dennis]

MARIA ESPINOSA-DENNIS, Secretary

STATE OF FLORIDA)
 :
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this day personally appeared ANTHONY BARADAT and MARIA ESPINOSA -DENNIS, President and Secretary, respectively, of GALLOWAY GLEN HOMES ASSOCIATION, INC., a Florida corporation not for profit and known to be the persons who as such officers, executed the foregoing Certificate and who acknowledged before me that they executed the same as such officers of said corporation, they produced their drivers' licences as identification, they did not take an oath and that the seal affixed to said Certificate is the true and genuine corporate seal of said corporation. .

IN WITNESS WHEREOF I have hereunto set my hand and affixed my seal of office this 16th day of April, 2008.



Notary Public, State of Florida
Bette Ellen Quiat
Printed name of Notary

My Commission Expires:

This instrument prepared by:

Marc A. Kuperman, Esquire
7695 SW 104 Street
Suite 210
Miami, Florida 33156



AMENDED
DECLARATION OF RESTRICTIONS
GALLOWAY GLEN

THIS DECLARATION, made on the date hereinafter set forth, by DADE DEVELOPMENT SERVICE CORPORATION, a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner (except for dedications made in the Plat of said property) of the following described real property:

All of GALLOWAY GLEN, according to the Plat thereof, as recorded in Plat Book 108 at Page 54 of the Public Records of Dade County, Florida, less and except TRACT A thereof,

hereinafter referred to as the "Subdivision."

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding upon all parties having any right, title or interest in the above-described premises or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

1. DEFINITIONS:

- (a) "Association" shall mean and refer to GALLOWAY GLEN HOMES ASSOCIATION, INC., its successors and assigns.
- (b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (c) "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- (d) "Common Area" shall mean all real property owners which the Association shall have an easement or other right of maintenance of said property. It is distinctly understood that the said property on which the Association shall have an easement or other right for maintenance shall include but not be limited to the area designated as a canal on the recorded Plat of the Subdivision, as well as those certain lands which constitute the grassed in

swale area between the decorative wall surrounding the Subdivision and the roads adjacent to said property.

- (e) "Lot" shall mean and refer to any platted lot as shown on the recorded plat of GALLOWAY GLEN or any re-subdivision thereof.
- (f) "Declarant" shall mean and refer to DADE DEVELOPMENT SERVICE CORPORATION, a Florida corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.
- (g) "Developer" shall mean and refer to DADE DEVELOPMENT SERVICE CORPORATION, a Florida corporation, its successors and assigns, as such Developer shall specifically designate in writing for purposes of succeeding to the rights and obligations of the Developer hereunder.

2. MEMBERSHIP AND VOTING RIGHTS: Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. There shall be one (1) vote for each lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

3. COVENANT AND MAINTENANCE ASSESSMENTS:

(a) Creation of the Lien and Personal Obligations of Assessments:

The Declarant, for each lot owned within the Subdivision, hereby covenants, and each owner of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments and/or charges, and (2) special assessments. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall 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 interest, costs and attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(b) Purposes of Annual Assessment:

The annual assessments shall be levied by the Association in accordance with the By-laws thereof and shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the Association's required contribution to Dade County, representing its share for maintenance of the canal on the subject property as listed hereinafter. A purpose of the assessment shall be to pay to

Dade County such sums as may be required for Dade County to move its canal maintenance equipment out of the Canal C-100A extension and around those certain culverts located approximately 225 feet west of Southwest 87th Avenue at approximately 105th Street and at Southwest 104th Street approximately 900 feet west of Southwest 87th Avenue at Southwest 92nd Avenue approximately 150 feet north of Southwest 102nd Street, and causing the equipment to re-enter the canal on the other side of each culvert and to operate canal maintenance equipment in the canal reach between the aforesaid culverts and between the southernmost culverts and Southwest 87th Avenue which reaches are respectively only 25% and 8% of the clear reach required for efficient equipment operation, during the course of maintenance by Dade County. Maintenance of the swale area adjacent to the lots shown in the Subdivision, as referred to in Paragraph 1(d) hereof, shall be a purpose of the assessment. In the event street lights are installed adjacent to the platted streets in the Subdivision, the Association shall have an appropriate easement to maintain said lights and the cost of operating said street lights and maintenance thereof shall be a purpose of the assessment. The Association is hereby granted a non-exclusive easement over and across those certain areas designated by separate recordable instruments as utility easement areas, wherein water and/or sewer lines shall be installed. The purpose of this assessment in favor of the Association and a purpose of the Assessments is for the perpetual care and maintenance of these landscaped easement areas. The Association is given the right to place the movable recreational equipment in said easement area. It may construct a paved bicycle path through the said easement area. The bicycle path shall be no less than 20 feet wide throughout the easement area in order that the utility servicing company may accomplish maintenance of the water and sewer lines within said easements.

(a) Special Assessments:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of maintenance of the Common Areas. Such assessment may be authorized by a two-thirds (2/3) vote of the Board of Directors of the Association without the assent of the members of the Association, providing all such funds actually go toward the maintenance of the Common Areas.

(b) Uniform Rate of Assessment:

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

(c) Date of Commencement of Annual Assessments and Due Dates:

The annual assessments provided for herein shall commence as to all lots within the Subdivision on the date Declarant delivers the first deed to any lot within the Subdivision to any owner other than Declarant, its successors and assigns. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment

against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

(d) Effect of Nonpayment of Assessments and Remedies of the Association:

Any assessment not paid within twenty (20) days after the due date shall bear interest from the due date at the maximum allowable interest rate. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape a liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

(e) Subordination of Lien to Mortgage and Taxes:

The lien of the assessments provided for herein shall be subordinate to tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. Sale or transfer of any lot shall not affect the assessment lien.

4. LAND USE: No lot shall be used for other than residential purposes or recreational uses in conjunction therewith. No building shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single-family dwelling and a private garage. No garage shall face the street on which the residence fronts. No commercial vehicles, trucks of three (3) axles or more, campers, trailers, boats, motor homes or recreational vehicles may be parked on any lot for more than three (3) hours in any seven (7) day period, if same can be seen from any street *or lot*, within the subdivision, including visibility from the back yard of any canal-front property. No parking shall be permitted on any portion of a Lot except its driveway and garage. No vehicles of any type shall be parked on any portion of the Common Areas. This restriction shall not apply to vehicles or trailers owned or operated by third parties and which are used in conjunction with performing work or services at the lot, such as, lawn or house maintenance or repair.

5. EASEMENTS: The Declarant hereby reserves and is given a perpetual easement privilege and right on, over and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, water main, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewerage and other conveniences or utilities on, in, over and under a strip at the back of each lot and on, in over and under a

strip along the interim side lot line of each lot shown on said plat. The Declarant hereby reserves and is given a perpetual privilege and right to use for the purpose of access to the canals within the real property all easements reserved herein or as shown on all recorded plats. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges and easements referred to in this paragraph, and an owner subject to said privileges, rights and easements referred to herein shall acquire no right, title or interest in or to the poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to the said privileges, rights and easements; all such easements including those designated on the said recorded plat are and shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns.

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.

7. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot, except the following:

- (a) One sign of not more than one (1) square foot used to indicate the name of the resident;
- (b) For-sale or for-rent signs not to exceed four (4) square feet;
- (c) Signs as specifically permitted in the rules established and delineated by the Board of Directors and/or the Architectural Control Committee.

9. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. 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, provided that they are not kept, bred or maintained for any commercial purpose.

11. WATER SUPPLY: No individual water supply system shall be permitted on any lot, except for use in swimming pools, air conditioners and sprinkler systems, provided that a central water supply system is being operated in accordance with the requirements of the Florida state board of health or any other governmental body having jurisdiction over said central system.

12. GARBAGE DISPOSAL: No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Such container shall be placed in any underground receptacle or shall be shielded by a garbage bin so that the container is not visible from any point on the front lot line of said lot or to be visible from the back yard of any canal-front property; provided, however, that garden trash and rubbish that Metropolitan Dade County requires to be placed at the front of a lot in order to be collected by the Dade County Waste Division may be placed and kept at the front of the lot and need not be in any container, for periods not exceeding seventy-two (72) hours. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

13. CLOTHES LINES: No clothes lines or drying yards shall be so located as to be visible from that portion of the front lot line of any lot between the two side lines of the dwelling thereon as extended to the front lot line, or to be visible from the back yard of any canal-front property.

14. ROOFS: Roofs shall be of cement tile, glazed tile, clay tile, slate, or shingle shakes, except that flat roofs or roofs of any other material may be built in such a manner and in such locations as may first be approved by the Architectural Control Committee.

15. PROTECTIVE WALL: As to all lots bordering the protective wall surrounding the subdivision, each individual lot owner shall be responsible for repair and upkeep of such interior portion of the wall which borders said owner's lot.

16. MAINTENANCE: The structure and grounds on each building lot shall be maintained in a neat and attractive manner. Upon any owner's failure to so maintain his property, the Association may, at its option, after giving the said owner ten (10) days written notice sent to his last known address, have the grass, weeds and vegetation cut when and as often as the same is necessary in the Association's judgment and have dead trees, shrubs and plants removed from any lot. Upon the owner's failure to maintain the exterior of any structure in good repair and appearance, the Association may, at its option, after giving the owner thirty (30) days written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of each lot shall reimburse the Association for the cost of any work

as required above, and to secure such reimbursement, the Association shall have lien rights upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Association shall be entitled to file in the Public Record of Dade County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided for shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided for shall be due and payable forthwith upon the completion of the work and, if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The liens for unpaid assessment hereinbefore provided for shall be subordinate and inferior to any lien for taxes and to any mortgage lien so long as said mortgage is a first mortgage against the property encumbered thereby and secures indebtednesses to be amortized in monthly or quarter-annual payments over a period of not less than ten years. Where the mortgagee of a first mortgage of record or other purchaser of a lot obtains title to the lot and improvement located thereon as a result of foreclosure of the said first mortgage or where a mortgagee of a first mortgage obtains title to the lot and improvements thereon as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the assessment pertaining to said property which became due prior to the acquisition of title in the manner above provided.

17. ARCHITECTURAL CONTROL:

a. Scope: An Architectural Control Committee shall be established to review all construction or other plans for any building, wall, fence or other structure or improvement of any nature proposed to be erected, placed or altered on any lot within the Subdivision. Each building, wall or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and plot plan so approved. Any change in the exterior appearance of any building, wall, fence or other structure or improvement shall be deemed an alteration requiring approval.

b. Purpose: The purpose of the Architectural Control Committee is to review and control construction and/or modification of Subdivision residences to protect the property values of the property within the Subdivision as a whole, retain the overall community plan for single-family luxury residences, and maintain a high quality of life for all residents. The Committee shall also be responsible for providing to the Board of Directors a minimum of one survey annually of the properties within the subdivision regarding compliance with community restrictions and guidelines.

c. Eligibility and term: The Architectural Control Committee shall be comprised of 3 members who are elected at the annual meeting of the Homeowners Association. The term of office will be 3 years, and such member may serve for no more than two (2) consecutive terms, after which a one (1) term hiatus must be taken before seeking an additional term. In the event no person runs for said position(s), same will be appointed

by the Board of Directors. On the 1st election in 2008 an exception to the terms of office will be made for the purpose of staggering the terms to allow for continuity in the committee. The individual receiving a majority of the votes in 2008 will serve for 3 years, the second with the most votes will serve for 2 years and the third will serve for 1 year. To serve as a member of the Architectural Control Committee, the person must be both an owner and a resident of property within the Galloway Glen Subdivision. In the event a member of the Architectural Control committee resigns or moves out of the Subdivision, the Board of Directors will appoint a replacement to serve until the next election, at which point a person will be elected to fulfill the remainder of that term.

d. Criteria for review of submissions: The Architectural Control Committee shall promulgate a list of guidelines to be used in reviewing all plans submitted for review by the Committee. The criteria to be used by the Architectural Control Committee shall be based, in part, on input solicited from residents of the subdivision. These guidelines shall be in writing, and shall be made available to any resident of the subdivision upon request. The guidelines, along with a copy of the Declaration of Restrictions and any amendment thereto, shall further be provided to all persons purchasing property within the subdivision, as well as published on the Association website, if feasible.

e. Refusal of Request for approval: The Architectural Control Committee may refuse approval of any plans or proposals, in writing, after a determination that permitting the plan or proposal would harm or adversely affect the values of the property within the subdivision as a whole, alter the overall community plan for single family luxury residences, or detract from the high quality of life for the residents.

f. Right of appeal from adverse decision:

- a. Any Homeowner who receives an adverse decision from the Architectural Control Committee may appeal that decision to the Board of Directors. A request for reconsideration must be made in writing, addressed to the President of the Board of Directors and served by certified mail, return receipt requested, at the office of the homeowners association. The request for reconsideration must be made within 30 days of the date of the adverse decision, and must be accompanied by a reconsideration fee of \$250.00, which will be refunded in the event the decision of the Architectural Control Committee is overturned or modified by a majority vote of the Board of Directors. A hearing before the Board of Directors shall be scheduled between six (6) and thirty (30) days of the date of service of the request for reconsideration. The decision of the Board of Directors will be rendered and served, by certified mail, return receipt requested, no later than sixty (60) days after the date the request for reconsideration is received.
- b. In a non-unanimous approval by the Architectural Control Committee, the dissenting member can appeal the decision to the Board within 2

business days of the rendering of the decision. The Board of Directors can reverse the decision of the Architectural Control Committee within 2 business days, based on a unanimous vote.

g. **Modification of Guidelines:** The guidelines may be modified by a majority vote of the Architectural Control Committee or the Board of Directors. Furthermore, one or more homeowners desiring modification of the Architectural Control Committee guidelines may submit a proposal to said committee, in writing, for consideration. A response to the request shall be provided, in writing, within 60 days. Surveys may be taken of the membership of the Association as needed to solicit resident opinions relating to any new architectural, design or preference issues presented to the Architectural Control Committee, to determine if modifications to the guidelines are necessary.

18. **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots (excluding the publicly dedicated tracts) in the said property has been recorded, agreeing to change said covenants in whole or in part.

19. **ENFORCEMENT:** Every Owner shall comply with the restrictions and covenants set forth herein, along with any and all rules, regulations and guidelines which from time to time may be adopted by the Architectural Control Committee or the Board of Directors of the Association.

(a) **Notice and Request to Correct Violation:** Any owner of a lot on which a violation is determined to be present by either the Architectural Control Committee or the Board of Directors will be served with a Notice of said violation, which includes the steps required to remedy or correct the violation, along with the required timetable for said correction.

Failure of an Owner to comply with the terms of said Notice shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

(b) In addition to all other remedies, and to the maximum extent lawful, a fine or fines may be imposed upon an Owner or the Owner's tenants, guests or invitees for failure of that Owner or the Owner's tenants, guests or invitees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(i) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the Notice shall be the date and time of a special meeting of the Infractions Committee at which time the Owner shall have the opportunity to present reasons why a fine(s) should not be imposed. At least fourteen (14) days written notice of such meeting shall be given.

(ii) Hearing. The alleged non-compliance shall be presented to the Infractions Committee after which the Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Committee shall be submitted to the Owner no later than twenty-one (21) days after the meeting of the Committee.

(iii) Amount of Fine. The Board of Directors (if findings of non-compliance are made against the Owner or the Owners' tenants, guests or invitees) may, after at least 30 days written notice to the Owner, impose a fine of \$100.00 per violation against the Owner or any tenant, guest or invitee. Said \$100.00 fine may be levied on the basis of each week of a continuing violation, up to an aggregate of \$5,000.00.

(iv) Payment of Fines. Fines shall be paid to Galloway Glen Homeowner's Association at its business address no later than thirty (30) days after notice of the imposition or assessment of the penalties.

20. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

21. AMENDMENT:

(a) Paragraph 1 (sub-paragraphs a through g) and paragraph 3 (sub-paragraphs a through g) of these covenants, conditions and restrictions may not be amended, altered, or rescinded without the approval of the Board of Commissioners of Dade County, Florida.

(b) Subject to the provisions of paragraph 21 (a) above, the Board of Directors may from time to time, propose to modify, amend, derogate or add to this Declaration of Restrictions. However, any such modifications or amendments require approval by a majority vote of Homeowners.

(c) Subject to the provisions of paragraph 21 (a) above, the Board of Directors may from time to time, modify, amend, derogate or add to the By-Laws of Galloway Glen Homes Association, Inc., upon approval by a majority vote of the Board of Directors.