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MIAMI-DADE COUNTY, FLORIDA

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**AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND EASEMENTS FOR GARDENS ESTATE
HOMES AT SIGNATURE GARDENS SUBDIVISION**

WHEREAS, a duly executed meeting was held on November 9, 2009
in which the amendment to the Declaration of COVENANTS, CONDITIONS AND
EASEMENTS FOR GARDENS ESTATE HOMES AT SIGNATURE GARDENS SUBDIVISION
("Declaration") were reviewed and voted on by the members in accordance with Article
XIV, Section 6, of the Declaration recorded in Official Records Book 18203, Page 188, of the Public
Records of Miami-Dade County, Florida, and having acquired the necessary amount of votes of the
members the Declaration is hereby amended as follows:

1. Article I, of the By-Laws of Gardens Estate Homeowners Association, Inc., is
hereby amended to change the name of the corporation to: "GARDENS ESTATES
HOMEOWNER'S ASSOCIATION, INC."
2. Article IX, Section 15, of the Declaration is hereby amended to include the following
language:

Leasing and Renting of Units:

(a) Definition of Leasing and Renting. For the purposes of this Declaration,
"leasing" and "renting" shall mean the permitted occupancy of a Unit by any person or
persons other than the Owner of the Unit and his or her immediate family regardless of
whether consideration is paid for the right of occupancy.

(b) Leasing Requirements.

(i) General. Units may be rented or leased only in their entirety. No portion of a
Unit may be rented. No sub-Leasing of Units or assignment of leases shall be
permitted without the prior written approval of the Board of Directors of GARDENS
ESTATES HOMEOWNERS ASSOCIATION, INC. No transient rentals shall be
permitted. All leases shall be in writing and the Board of Directors shall have the
authority to prescribe the general form of lease to be used. No lease may be for a
term of less than twelve (12) months and no Unit may be subject to more than one
lease in any twelve (12) month period, regardless of the term of the lease. Any
Owner leasing his or her Unit shall, prior to the delivery of possession to the lessee,

provide to the Association, copies of the lease with the name, permanent address and telephone number of the lessee and shall deliver to the lessee copies of the Declaration, including all amendments thereto, and all then promulgated rules and regulations. The Board of Directors shall have the right, on a uniform basis, to require a security deposit to be posted with the Association by any Unit Owner leasing his or her Unit to cover any expense or damage incurred by the Association caused by that Owner's lessee or occupant.

(ii) Approval of Board of Directors. All leases shall be submitted to the Board of Directors for approval prior to becoming effective. The Board of Directors may require additional information with respect to the proposed occupants of the Unit to be leased or the proposed lease, and may require an interview with the proposed occupants of the Unit prior to approving the lease. The proposed tenant, or occupant shall complete an application to be provided by the Board of Directors, including a reasonable fee, not to exceed One Hundred (\$100.00), or as determined from time to time by the Board of Directors, for the purposes of screening the prospective tenant and/or occupant. The Board of Directors shall approve or disapprove each lease submitted for approval within thirty (30) days of submission of all required information or the lease shall be deemed approved. No lease may be approved if any assessment due GARDENS ESTATES HOMEOWNERS ASSOCIATION, INC., for the Unit being leased shall be more than ten (10) days delinquent, or if the Member or the proposed lessee shall fail to comply with the Declaration, the By-Laws, the rules and regulations, or the requirements and restrictions contained in this Article. In determining whether to approve a lessee of a Unit, the Board of Directors shall not discriminate on the grounds of race, gender, religion, national origin, physical or mental handicap, familial status or on any basis prohibited by law. In the event of disapproval, a proposed lease shall not take effect until any deficiencies specified by the Board of Directors shall have been corrected and acknowledged to have been corrected by the Board of Directors.

(iii) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws and the rules and regulations of GARDENS ESTATE HOMES AT SIGNATURE GARDENS SUBDIVISION, and shall be jointly and severally liable with such occupants for any damage or injury to the Common Area or property of the Association caused by such tenants or occupants.

NOW, THEREFORE, the undersigned hereby amends the Declaration of COVENANTS, CONDITIONS AND EASEMENTS FOR GARDENS ESTATE HOMES AT SIGNATURE GARDENS SUBDIVISION.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to the Declaration to be duly executed and its corporate seal to be hereunto affixed this 12th day of February, 2009. 2010

WITNESSES:

GARDENS ESTATES HOME
OWNERS ASSOCIATION, INC.
A Florida Not-For-Profit Corporation

Maribel Valdivieso
Name: Maribel Valdivieso
Please Print

By: *[Signature]*
Rafael Ochoa, President

Joanna S. Kay
Name: Joanna S. Kay
Please Print

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, personally appeared, Rafael Ochoa, as the President of Gardens Estates Homeowners Association, Inc., a Florida Not-For-Profit Corporation, who produced the following form of identification: Personally Known, who this date executed the foregoing Amendment to the COVENANTS, CONDITIONS AND EASEMENTS FOR GARDENS ESTATE HOMES AT SIGNATURE GARDENS SUBDIVISION under authority duly vested in him by said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, in the County and State aforesaid, this 12 day of February, 2010.

Joanna S. Kay
NOTARY PUBLIC, STATE OF FLORIDA

COMMISSION EXPIRES:

