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

THIS INSTRUMENT PREPARED BY:
 BARNEY B. AVCHEN, ESQUIRE
 226 PALM SPRINGS CENTER
 1840 WEST 49TH STREET
 HIALEAH, FLORIDA 33012

**FIRST AMENDMENT
 TO
 DECLARATION OF COVENANTS AND RESTRICTIONS
 TOWN HOUSE COMMON AREAS
 BLOCK 2
 MIAMI LAKES- LAKE CYNTHIA**

The undersigned, duly authorized Officers of Miami Lakes – Lake Cynthia Homeowners' Association, Inc., a Florida not-for-profit corporation, the "Association," as that word is defined in the Declaration of Covenants and Restrictions dated April 25, 1985, and recorded July 11, 1985, in Official Records Book 12569, Page 2163, of the public records of Miami-Dade County, Florida, do hereby certify that the following Amendment to said Declaration of Covenants and Restrictions was duly voted upon and adopted by the "Owners" of the "The Properties" at a meeting held on November 12, 2009, by two-thirds (2/3) of the Class A members of The Properties:
 (New language is indicated by underscored type).

**ARTICLE VII
Renting and Leasing**

Section 5. Hiatus in Renting and Leasing. No residence subject to the Declaration of Covenants and Restrictions may be rented or leased until two (2) years have expired from date the Owner has taken or takes title to his/her/its Lake Cynthia Lot.

Notwithstanding the foregoing, the Board of Directors of the Association shall have the right to waive the provisions of this Section 5 should enforcement of same constitute a legitimate hardship upon the Owner, which waiver will be at the sole option of the Board.

Section 6. Notice to Association. A Lot owner intending to make a bona fide lease of his/her/its Lot shall give the Association written notice of such intention together with the name(s), address and phone numbers of the intended lessee(s), such other information concerning the intended lessee(s) and all other prospective occupants as the Association may reasonably require, an executed copy of the proposed lease, which lease shall provide that it is subject to the written approval of the Association, and a check in sum sufficient to conduct a background check of the prospective lessee(s).

If the notice to the Association herein required is not given, then at any time after receiving knowledge of possession of a Lot by a lessee the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction the Association shall proceed as if it has received the required notice on the date of such disapproval.

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Within twenty (20) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Officer of the Association and shall be delivered to the Lot owner.

If the Association shall disapprove of a proposed lease, then, within said twenty (20) day period, the Association shall deliver by mail to the Lot owner written notice thereof, which notice shall set forth the reason(s) therefor.

The rental policy set forth above shall not apply to any Lot which is leased at the time this Amendment is adopted by the Townhouse Owners, but shall be binding upon any Owner who wishes to rent or lease a Lot subsequent thereto.

Section 7. Security Deposit. Should the Association approve of the proposed transaction the Owner shall place the sum of \$1,500.00 in escrow with the Association simultaneous with the certificate being delivered to the Owner, which said sum shall be held by the Association throughout the term of the tenancy or any renewal(s) thereof, and which said sum, or portions thereof, may be applied by the Association in its reasonable discretion (a) to repair any damage caused by the tenant(s), his/her/their guest(s) and/or invitee(s), whether to anything within the Access Area or to the Lake, (b) to provide exterior maintenance to the Owner's Lot, as contemplated by Article V, Section 4, as may be deemed reasonably necessary by the Association, and (c) to pay any assessment levied against the Owner's Lot not paid by the Owner.

The Association shall not be obliged to pay the Owner any interest on the funds in escrow and it may comingle said funds with other funds its holding on account from time to time.

Except as hereby amended and modified, all of the terms and provisions of the aforesaid Declaration of Covenants and Restrictions are incorporated herein by reference, inclusive of Article VII thereof.

IT WITNESS WHEREOF, MIAMI LAKES – LAKE CYNTHIA HOMEOWNERS' ASSOCIATION, INC., a not-for-profit Florida corporation, has caused these presents to be executed in its name by its duly authorized Officers and its corporate seal affixed hereto this 3rd day of February, 2010.

MIAMI LAKES – LAKE CYNHIA HOMEOWNERS'
ASSOCIATION, INC.

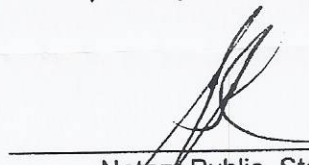
By: Karl Romesburg L.S.
KARL ROMESBURG, President

Attest: Robert Brantley L.S.
ROBERT BRANTLEY, Secretary

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

The foregoing instrument was acknowledged this 3rd day of February, 2010, by KARL ROMESBURG and ROBERT BRANTLEY, as President and Secretary, respectively, of MIAMI LAKES - LAKE CYNTHIA HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit Corporation, on behalf of the corporation.

[] They are personally known to me.
[x] They produced their FLORIDA DRIVER'S LICENSES as identification.



Notary Public, State of Florida
BARNEY B. AVCHEN

PRINTED NAME OF NOTARY PUBLIC



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