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

RECORD AND RETURN TO:

WILLIAM GARCIA, ESQ.  
WILLIAM GARCIA, P.A.  
12900 SW 128<sup>TH</sup> STREET, SUITE 100  
MIAMI, FLORIDA 33186

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**RECORDING COVER SHEET**

**DOCUMENT TYPE:      THIRD AMENDMENT TO THE HOMEOWNERS  
ASSOCIATION FOR PUERTA DEL SOL**

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**THIRD AMENDMENT TO THE HOMEOWNERS ASSOCIATION  
FOR PUERTA DEL SOL**

This Third Amendment to **Puerta del Sol Homeowners' Association**, is made this 28 day of October, 2005 by **Mowry Drive Investments, LLC., a Florida Limited Liability Company**, whose address is 12900 SW 128<sup>th</sup> Street, Suite 100, Miami, Florida 33186 ("**Declarant**") and **Puerta del Sol Homeowners' Association, Inc., a Florida corporation not for profit**, whose address is 12900 SW 128<sup>th</sup> Street, Suite 100, Miami, Florida 33186 ("**Association**").

**WITNESSETH**

**WHEREAS**, Declarant is the developer of the real property which is located in Homestead, Florida and described in Exhibit "A", attached hereto;

**WHEREAS**, the prior Owner filed of record on February 8, 1983, a Declaration of Covenants, Conditions, Easements and Restrictions in Official Records Book 11692, at Page 1626, of the Public Records of Miami-Dade County, Florida. Said Declaration was amended by Amendment to Declaration of Covenants, Conditions, Easements and Restrictions recorded on December 11, 1986, in Official Records Book 13112, at Page 2103; and further amended by Second Amendment to the Declaration, as recorded in Official Records Book 21747, at Page 1975, all of the Public Records of Miami-Dade, Florida

**WHEREAS**, Declarant and the Association are permitted, pursuant to the Homeowners Association, to file this Third Amendment to the Homeowners Association documents;

**WHEREAS**, pursuant to the Homeowners Association documents, as referred to herein, Declarant and the Association hereby agree to the following changes.

1. Paragraph 5.05, Individual Assessments: This provision shall be modified to add the following at the end of the paragraph: "Board of Directors and/or Homeowners' Association hereby reserves the right to assess fines, at its sole discretion, for an Owner's failure to comply with the covenants set forth in the Homeowners Association's Documents. Failure of an Owner to remedy or cure any notice of default, within five (5) days, shall result in a fine being levied against the Homeowner. Failure to pay and/or release any fine or assessment made against the Homeowner for its failure to comply with the covenants set forth, will result in a lien being filed against the Homeowners' property in accordance with the Homeowners' Association Documents".
2. Paragraph 8.05, Garbage and Refuse Disposal: This provision is hereby modified to add the following at the end of the paragraph: "All approved trash bin receptacles must be taken to the curbside, on the night prior to trash pickup service, and immediately returned to the front of the home, on the date of pickup. Trash bin receptacles may not be left on the curb, for a period to exceed twenty four (24) hours, after the scheduled trash pickup service".

3. Paragraph 8.09, Automobiles, Commercial Vehicles and Boats; This provision is hereby modified to add the following at the end of the paragraph: “The maximum number of vehicles allowed per home, is limited to three (3). All vehicles parked in front of any home, must be properly parked in the driveway, and cannot obstruct the sidewalk, easement, or be parked on the grass. Any vehicle improperly parked, in front of any property, or in any other area not allowed by the Association, will be towed, at the property owner’s expense. The Homeowner’s Association shall grant Homestead Police Department the authority to enforce any and all State of Florida traffic statutes and the City of Homestead traffic codes, with respect to any traffic violations which occur within the properties subject to the Declaration. The Homeowners’ Association shall enter into a written contract with a local towing company, which will allow the towing company to tow away any vehicle, which is parked within the public right of way, without requiring the prior consent of the Homeowners’ Association. Any vehicle towed shall be done so, at the owner’s expense, and the Homeowner’s Association shall have no liability or responsibility for the same”.
4. Paragraph 8.13, Lot or Unit; This provision shall be modified to add the following sentence, prior to the last sentence therein: “The occupants of any home are responsible for the watering and maintenance of the lawn to ensure it meets the standards established by the Association. Any lawn which is not properly maintained, and results in any part thereof needing replacement, will be the responsibility of the Homeowner, upon notice being provided. All lawns must be maintained, and no lawn may exceed 8" of height, and must be maintained regularly by the Homeowner. Any front lawn or backyard which is not properly maintained, may be subject to fines and/or liens from the Homeowners Association”.
5. Paragraph 8.14, Windows and Glass Doors; This provision shall be modified to add the following at the end of the Paragraph: “Hurricane shutters may be installed forty-eight (48) hours prior to the expected arrival of a hurricane or storm and must be removed within seventy two (72) hours after the end of a hurricane watch or warning, or as the Homeowners’ Association may determine otherwise. Except as the Homeowners’ Association may otherwise decide, shutters may not be closed at any time other than a storm event. Failure to comply with these regulations, may result in a fine and/or lien being imposed upon the Homeowners”.

Furthermore, the following paragraph shall be added to Paragraph 8.14:(a), Holiday Decorations: “Holiday lighting and decorations shall be permitted to be placed upon the exterior portion of the Home, in the manner permitted herein, commencing on Thanksgiving and must be removed not later than January 15<sup>th</sup> of the following year. The Homeowners’ Association may establish standards for holiday lights. The Homeowners’ Association may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Homes), at any time, at its discretion”.

6. Paragraph 8.19, Antennas; This provision must be replaced and superceded by the following: "No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, antenna poles, antenna masts, electronic devices, aerial, satellite dish or other apparatus for the transmission of television, radio or other signals of any kind may be place, allowed or permitted upon any portion of a Lot. Notwithstanding, a satellite dish, not exceeding one (1) meter in diameter, may be permitted outside, and in the front of the Home, provided that said satellite dish, does not exceed a height of 36" from the ground, and provided that the prior written consent of the Board of Directors is obtained. The Board of Directors shall maintain the right to require the removal of any satellite dish not meeting the requirements set forth herein".
  
7. Paragraph 8.31, Leasing of a Unit: This provision shall be modified to add the following at the end of the paragraph: "All Tenants shall submit an application, and required documentation, which may be amended from time to time, as required by the Board of Directors. The Board of Directors reserves the right to interview all new Tenants, and must approve any Lease Agreement to be executed between the Homeowner and prospective Tenant, prior to execution. It is the intent of the Board of Directors that this community shall be used exclusively as a private residential community, and no single residence may be occupied at any time, by more than two persons per bedroom. Any violation of this condition will result in the Homeowner being assessed a fine and/or lien, for violation hereof".
  
8. Paragraph 8.33, Mailboxes; This provision shall be modified to add the following at the end of the paragraph: "Any unwanted mail received by Tenants must be discarded in the appropriate trash bins, and may not be left in the mailbox".

**WHEREAS**, any other terms and conditions of the Homeowners Association document filed of record as described herein, shall continue to be in full force and effect.

**IN WITNESS WHEREOF**, the undersigned entities have caused these presents to be signed by their proper officers, and their corporate seals to be affixed, this 28 day of October, 2005.

Signed, sealed and delivered  
in the presence of

Jesey Leon  
Witness Jesey Leon  
W. Labrea  
Witness

**MOWRY DRIVE INVESTMENTS, LLC.,  
a Florida Limited Liability Company**

**MANAGER:**

**SOUTHERN HOMES OF BROWARD,  
INC., a Florida corporation**

By: [Signature]  
**HECTOR GARCIA, PRESIDENT**

Jesey Leon  
Witness Jesey Leon  
W. Labrea  
Witness

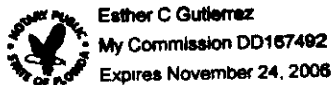
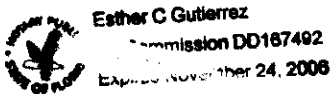
**PUERTA DEL SOL HOMEOWNERS  
ASSOCIATION, INC.,  
a Florida corporation not for profit**

By: [Signature]  
**FRANCISCO PEREZ, President**

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

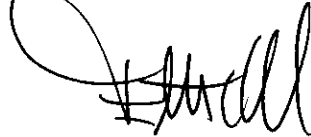
The foregoing instrument was sworn to, subscribed and acknowledged before me this 28 day of October, 2005, by **HECTOR GARCIA, President of SOUTHERN HOMES OF BROWARD, INC., a Florida corporation, Manager of MOWRY DRIVE INVESTMENTS, LLC., a Florida Limited Liability company**, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida at Large  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



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

The foregoing instrument was sworn to, subscribed and acknowledged before me this 28 day of October, 2005, by **FRANCISCO PEREZ, President of PUERTA DEL SOL HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit**, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



\_\_\_\_\_  
Notary Public, State of Florida at Large  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



Esther C Gutierrez  
My Commission DD167492  
Expires November 24, 2006