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

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO:

JEFF COOPERMAN, ESQ.
ASSOCIATION LAW GROUP, P.L.
1200 BRICKELL AVENUE, PH 2000
MIAMI, FLORIDA 33131

# AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE

THIS AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE (this "**Amendment**") is made by Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June 10, 2002 ("**Trustee**") and joined in by Keys Gate Community Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS:

A. On September 10, 2003, M & H Homestead, Ltd., a Florida limited partnership ("**M&H**"), recorded that certain Declaration of Master Covenants for Keys Gate in Official Records Book 21630, at Page 3698 in the Public Records of Miami-Dade County, Florida, as subsequently amended (collectively, the "**Declaration**") respecting the Keys Gate community ("**Keys Gate**").

B. On December 10, 2008, M&H and Trustee recorded that certain Assignment and Assumption of Rights of Declarant Under Master Covenants in Official Record Book 26680 at Page 1778, whereby Trustee became the Declarant of Keys Gate.

C. Pursuant to Section 4.2 of the Declaration, prior to the Turnover Date (as defined in the Declaration), the Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

D. The Turnover Date has not yet occurred and Trustee, as the Declarant, desires to amend the Declaration as set forth herein.

NOW THEREFORE, Trustee, as Declarant, hereby declares that every portion of Keys Gate is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration, this Amendment shall control. Whenever possible, this Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect. In the event that any amendment(s) to the Declaration have been recorded prior to this Amendment, this Amendment shall be deemed to follow such prior recorded amendment(s) in time and title. In the event of a conflict between this Amendment and any such prior recorded amendment(s), this Amendment shall control.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Resale, Lease and Occupancy Restrictions. Section 15.6.1.1 of the Declaration is hereby modified as follows:



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15.6.1.1 Sale. An Owner intending to make a bona fide sale of his or her Residence, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information 0concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale. To the extent an Owner/Builder receives a written offer and/or a letter of intent to purchase ten (10) or more Lots, such Owner/Builder shall be required to furnish to Association a copy of such written offer and/or letter of intent within forty-eight (48) hours of receipt thereof. In addition to the foregoing, such Owner/Builder shall be required to furnish to Association a copy of the proposed contract(s) for sale within forty-eight (48) hours of execution of such contract(s) together with any additional information concerning the intended purchaser as Association may reasonably require.

5. Covenant. This Amendment shall be a covenant running with Keys Gate.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 16th day of October, 2017.

**WITNESSES:**

C. Vargas
Print Name: C. Vargas

By: _____
Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June 10, 2002

Print Name: Kimberly A Green

{SEAL}

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

The foregoing was acknowledged before me this 16th day of October 2017 by Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June 10, 2002, who is personally known to me or who has produced _____ as identification.

My commission expires:

C. VARGAS
Commission # FF 221780
Expires May 18, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

C. Vargas
NOTARY PUBLIC
State of Florida at Large
Print Name: C. Vargas

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**JOINDER**

**KEYS GATE COMMUNITY ASSOCIATION, INC.**

KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") does hereby join in the Amendment to Declaration of Master Covenants for Keys Gate (the "**Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Amendment, as Association has no right to approve the Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16 day of October, 2017.

**WITNESSES:**

Jeannette Gleber

Print Name: _____

Print Name: Catherine Eason

**KEYS GATE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: _____

Name: Kim Green

Title: President

{SEAL}

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

The foregoing was acknowledged before me this 16 day of October, 2017 by Kim Green, as President of KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:

CATHERINE EASON
MY COMMISSION # FF959708
EXPIRES: February 10, 2020

NOTARY PUBLIC, State of Florida at Large
Print Name: Catherine Eason

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on _____ day of NOV 02 2017, A.D. 20_____
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK of Circuit and County Courts
By _____ D.C.
NICOLE DAVIS #79943

CIRCUIT AND COUNTY COURTS CLERK IN GOD WE TRUST DADE COUNTY, FLORIDA