

THIS INSTRUMENT PREPARED BY AND UPON
RECORDATION RETURN TO:

PETER J. GUALA, ESQ.
ALG
1200 BRICKELL AVENUE, PH 2000
MIAMI, FLORIDA 33131



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

**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. **Section 3.** Section 3 of the Declaration is hereby amended to delete the definition of “Shoma Homes Keys Gate Executive Townhomes” and replace it with the following:

"Palm Breeze Executive Townhomes at Keys Gate a/k/a Seascape Pointe" shall mean the Neighborhood legally described in Exhibit 37 of the Declaration less and except the Palm Cove Neighborhood.

5. Palm Breeze Executive Townhomes at Keys Gate a/k/a Seascape Pointe. The Declaration is hereby amended to delete all references to "Palm Breeze Executive Townhomes at Keys Gate (formerly known as Shoma Homes Keys Gate Executive Townhomes)" and replace it with "Palm Breeze Executive Townhomes at Keys Gate a/k/a Seascape Pointe".

6. By-Laws. The By-Laws of the Association attached as Exhibit 15 to the Declaration are hereby amended as set forth in Exhibit A attached hereto.

7. 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 28th day of Nov, 2018.

WITNESSES:

Print Name: C. Vargas

By: C. Vargas
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 Broward)

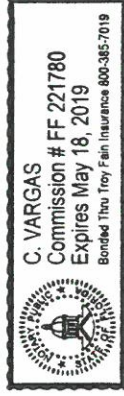
The foregoing was acknowledged before me this 28th day of Nov, 2018 by Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June 10, 2002, who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:

C. Vargas
NOTARY PUBLIC

State of Florida at Large

Print Name: C. Vargas



KEYS GATE COMMUNITY ASSOCIATION, INC.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8 day of November, 2018.

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

Print Name: Courtney Orr

{SEAL}

The foregoing was acknowledged before me this 5 day of Nov., 2018 by Kim Green, as President of KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ has produced _____ as identification on behalf of the corporation.

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

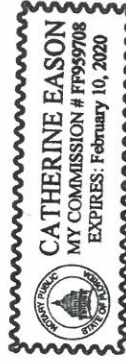


EXHIBIT A

AMENDMENT TO AMENDED AND RESTATED BY-LAWS OF KEYS GATE COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO AMENDED AND RESTATED BY-LAWS OF KEYS GATE COMMUNITY ASSOCIATION, INC. (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 (the “Declarant”) and joined in by Keys Gate Community Association, Inc. (the “Association”).

R E C I T A L S :

- A. On September 10, 2003, M & H Homestead, Ltd., a Florida limited partnership (“M&H”), recorded that certain Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21630, at Page 3698 in the Public Records of Miami-Dade County, Florida (the “Declaration”) respecting the Keys Gate community (“Keys Gate”).
- B. The Amended and Restated By-Laws of the Association (the “By-Laws”) were recorded as Exhibit 15 to the Declaration.
- C. On December 10, 2008, M&H recorded that certain Assignment and Assumption of Rights of Declarant Under Master Covenants, whereby M&H assigned its rights under the Declaration and Association governing documents to the current Declarant.
- D. Pursuant to Section 13.2 of the By-Laws, prior to the Turnover Date (as defined in the Declaration), Declarant shall have the right to amend the By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever.
- E. As of the date of this Amendment, the Turnover Date has not yet occurred.
- F. Declarant wishes to amend the By-laws to modify the same as set forth herein.

NOW THEREFORE, the Declarant hereby declares that the By-Laws are amended as 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 By-Laws, as the same may have been amended from time to time, this Amendment shall control. Whenever possible, this Amendment and the By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect. In the event that any amendment(s) to the By-Laws 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 By-Laws.
4. Delegate Eligibility. The following language is hereby added as Section 5.10 of the By-Laws:
5.10 Delegate Eligibility. A person who, on the day that he/she could last
nominate himself/herself or be nominated for Delegate:
obligation to the Association;
5.10.1 Is delinquent in the payment of any fee, fine, or other monetary
5.10.2 Is in violation of Florida Statutes Chapter 720, the Declaration, the
governing documents of Keys Gate, or the rules of the Association, all as amended
from time to time, as determined solely by the Board in its discretion;

5.10.3 Has been convicted of any felony in this state or in a United States
District or Territorial Court, or has been convicted of any offense in another

jurisdiction which would be considered a felony if committed in this state, unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to a Delegate position; or

5.10.4 Previously has been removed from his/her Delegate position by the Board

shall not be eligible to seek election to a Delegate position for that term, unless otherwise determined by the Board in its sole and absolute discretion. A person serving as a Delegate who:

5.10.5 Becomes more than 90 days delinquent in the payment of any fee, fine, or other monetary obligation to the Association;

5.10.6 Is for more than 90 days in violation of Florida Statutes Chapter 720, the Declaration, the governing documents of Keys Gate, or the rules of the Association, all as amended from time to time, as determined solely by the Board in its discretion; or

5.10.7 Has been convicted of a felony or offense described in this Section shall be deemed to have abandoned his/her Delegate position for that term. The Board shall have the right, but not the obligation, to ratify such abandonment and remove him/her from such Delegate position creating a Delegate vacancy to be filled pursuant to these By-Laws. For purposes of this Section, the term "any fee, fine, or other monetary obligation" means any delinquency to the Association with respect to any Lot. Residence, or otherwise, as determined solely by the Board in its discretion.

5. Delegate Removal. The following language is hereby added as Section 5.11 of the By-Laws:

5.11 Delegate Removal. Any Delegate may be removed from his/her Delegate position with cause as determined by a majority of the Board of Directors of the Association in its sole and absolute discretion. In such event, a Delegate vacancy is created to be filled pursuant to these By-Laws.

6. Effective Date. This Amendment shall be effective as of January 1, 2020.

7. Covenant. This Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 8 day of November, 2018.

WITNESSES:

Print Name: C. Vargas

By: Clifford Lincoln

Clifford Lincoln, as Trustee of the Keys Gate III Trust, w/d June 30, 1998 as modified on June 10, 2002

Print Name: Kimberly A Green

{SEAL}

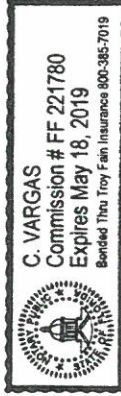
STATE OF FLORIDA

COUNTY OF Broward

} SS: }

The foregoing was acknowledged before me this 8 day of Nov, 2018 by Clifford Lincoln, as Trustee of the Keys Gate III Trust, w/d June 30, 1998 as modified on June 10, 2002, who ☒ is personally known to me or ☐ has produced _____ as identification.

My commission expires:



C. Vargas

NOTARY PUBLIC

State of Florida at Large

Print Name: C. Vargas

JOINER

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 By-Laws for Keys Gate Community Association, Inc. (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 10 day of December, 2018.

WITNESSES:

Print Name: Lina Gamaro
Lina Gamaro
Print Name: Hayra Aguirre
Hayra Aguirre

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

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

By: [Signature]
Name: Kim Green
Title: President

{SEAL}



The foregoing was acknowledged before me this 10 day of December, 2018 by Kim Green, as President of KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who ☒ is personally known to me or ☐ has produced _____ as identification on behalf of the corporation.

My commission expires: 11/6/2020
Cristina A. Gamaro
NOTARY PUBLIC, State of Florida at Large
Print Name: Cristina A. Gamaro