

SAME LATTITUDE. DIFFERENT WORLD.

COMMUNITY ASSOCIATION DOCUMENT AMENDMENTS 2004 - 2015 RECORD & RETURN TO: LEOPOLD, KORN & LEOPOLD, P.A. 20801 Biscayne Blyd., Suite 501 Aventur, FL 33180 THIS INSTRUMENT PREPARED BY

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BOULEVARD, SUITE 3400
MIAMI, FLORIDA 33131

CFN 2004R0020467

BR Bk 21963 Pes 0291 - 2951 (5pes)

RECDRDED 01/09/2004 14:30:47

HARVEY RUVIN, CLERK DF COURT

MIAMI-DADE COUNTY, FLORIDA

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

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE (this "First Amendment") is made by M&H HOMESTEAD, LTD., a Florida limited partnership ("Declarant"), and joined in by KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Declarant recorded that certain Amended and Restated Declaration of Master Covenants for Keys Gate on September 10, 2003 in Official Records Book 21630, Page 3698 of the Public Records of Miami-Dade County, Florida (the "Declaration") respecting the community known as Keys Gate (the "Community").
- B. Section 4.2 of the Declaration permits Declarant to amend the Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever prior to the Turnover Date (as defined in the Declaration), which date has not yet occurred.
 - C. Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, 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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.
- 2. <u>Capitalized Terms</u>. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined term "Declaration" is hereby modified as follows:

"<u>Declaration</u>" shall mean the Declaration and this First Amendment, together with all amendments and modifications thereof.

- 3. Addition of Shores at Keys Gate Neighborhood Legal Description. Exhibit 11 of the Declaration is hereby deleted in its entirety and replaced by **Exhibit A** attached to this First Amendment.
- 4. <u>Modification</u>. Except as the Declaration is amended by this First Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

MIAN 17730.1

M&H HOMESTEAD, LTD., a Florida limited WITNESSES: partnership Print Name: Name Print Name: Michael Latterne Title: General Partner STATE OF FLORIDA SS.: COUNTY OF MIAMI-DADE The foregoing instrument was acknowledged before me this 1014 day of Occardada and 2003 by Michael Latterner, as general partner of M&H HOMESTEAD, LTD., a Florida limited is personally known to _me or who as identification. My commission expires: Coontag NOTARY PUBLIC, State of Florida at Large Print Name SSION # DDZ00463 EXPRES

MJA\J17730.1

JOINDER

KEYS GATE COMMUNITY ASSOCIATION, INC.

KEYS GATE COMMUNITY ASSOCIATION, INC., does hereby join in the First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

dersigned has executed this Joinder on this 19th day
KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation By: Name: Paige Latterner
Title: President
[SEAL]
S.:
acknowledged before me this 1977 day of ner as President of KEYS GATE COMMUNITY profit corporation, who is personally known to me or stification, on behalf of the corporation.
NOTARY PUBLIC, State of Florida at Large Print Name



MIAN117730.1

SHORES AT KEYS GATE LEGAL DESCRIPTION:

A portion of Tracts 2, 3, 4, 8, 10, 11, 12, 13, 14, 15 and 16, Block 1, and a portion of Tracts 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15 and 16, Block 4, in Section 20, Township 57 South, Range 39 East, and a portion of Tracts 8 and 9, Block 2, and a portion of Tracts 6 and 7, Block 3, in Section 21, Township 57 South, Range 39 East, of "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", according to the Plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

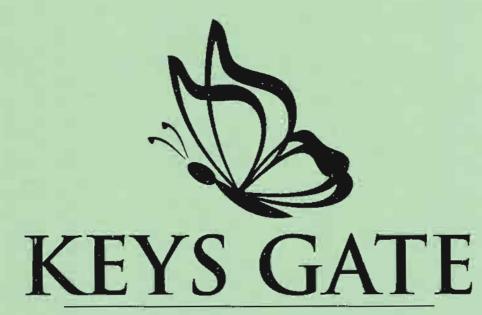
BEGIN at the Southwest Corner of Tract "E", of "CENTER GATE NO.ONE", according to the Plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida, said point also being on the arc of a circular curve to the right, concave to the North, a radial line to said point bears S02deg34min31secW; the next described two(2) courses and distances being along the Northerly Right-of-way Line of PALM DRIVE (S.E. 24th Street) as described in Official Records Book 13410, at Page 154 of the Public Records of Miami-Dade County, Florida; 1) thence Westerly along the arc of said curve to the right, having for its elements a radius of 3761.88 feet, through a central angle of 6deg24min46sec for an arc distance of 421.04 feet to a point of tangency; 2) thence N81deg00min43secW for 1176.22 feet to a point of curvature of a circular curve to the right, concave to the Northeast; the next described two(2) courses. and distances being along the Easterly Right-of-way Line of FARM LIFE SCHOOL ROAD (S.W. 162nd Avenue) as described in Official Records Book 13410, at Page 151 of the Public Records of Miami-Dade County, Florida; 1) thence Westerly, Northwesterly and Northerly along the arc of said curve to the right, having for its elements a radius of 25.00 feet, through a central angle of 89deg00min20sec for an arc distance of 38.84 feet to a point of reverse curvature of a circular curve to the left, concave to the West, 2) thence Northerly along the arc of said curve, having for its elements a radius of 4635.00 feet, through a central angle of 02deg42min27sec for an arc distance of 219.02 feet to a point of reverse curvature of a circular curve to the right, concave to the East; thence Northeasterly along the arc of said curve, having for its elements a radius of 900.00 feet, through a central angle of 5deg32min26sec for an arc distance of 87.03 feet to a point of reverse curvature of a circular curve to the left, concave to the West; thence Northeasterly along the arc of said curve, having for its elements a radius of 700.00 feet, through a central angle of 07deg47min04sec for an arc distance of 95.10 feet to a point of compound curvature of a circular curve to the left, concave to the West; thence Northerly and Northwesterly along the arc of said curve, having for its elements a radius of 4645.50 feet, through a central angle of 21deg10min07sec for an arc distance of 1716.34 feet to a point of tangency; thence N18deg07min35secW for 64.02 feet to a point of curvature of a circular curve to the left, concave to the West; thence Northwesterly along the arc of said curve, having for its elements a radius of 1200.00 feet, through a central angle of 05deg21min50sec for an arc distance of 112.34 feet to a point of reverse curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 1200.00 feet, through a central angle of 05deg21min48sec for an arc distance of 112.33 feet; thence N73deg00min00secB for 615.19 feet, thence N00deg24min47secW for 636.64 feet; thence N14deg51min58secW, along a line radial to the next described curve for 70.00 feet to its intersection with the arc of a circular curve to the right, concave to the South; the next described two(2) courses and distances being along the Southerly Right-of-way Line of SOUTH CANAL DRIVE as described in Official Records Book 13507, at Page 559 of the Public Records of Miami-Dade County, Florida; 1) thence Northeasterly along the arc of said curve to the right, having for its elements a radius of 3392.41 feet, through a central angle of 13deg54min56sec for an arc distance of 823.92 feet to a point of tangency; 2) thence N89deg02min59secE for 166.54 feet; thence S17deg43min46secE for 494.89 feet; thence S38deg30min06secE for 431.44 feet; thence S33deg06min25secB for 775.80 feet; thence S01deg12min39secE for 797.36 feet; thence S37deg14min03secW for 676.21 feet; thence S00deg25min21secE for 349.37 feet; the next described three(3) courses and distances being along the Northerly and Westerly Boundary Lines of said Plat of "CENTER GATE NO.ONB"; 1) thence \$78deg33min44seoW for 24.52 feet to a point of curvature of a circular curve to the right, concave to the North; 2) thence Westerly along the arc of said curve to the right, having for its elements a radius of 458.00 feet, through a central angle of 13deg25min56sec for an arc distance of 107.37 feet to the most West Northwest Corner of said Plat of "CENTER GATE NO.ONE"; 3) thence S00deg25min18secE for 458.63 feet to the POINT OF BEGINNING.

LESS:

A portion of Tract 2, of Block 4, Section 20, Township 57 South, Range 39 East, of "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", according to the Plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Most West Northwest Corner of Tract "D", of "CENTER GATE NO.ONE", according to the Plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida; thence S89deg32min45secW for 480.46 feet; thence N00deg27min15secW, along the East Line of said Tract 2, for 576.18 feet to the POINT OF BEGINNING; thence continue N00deg27min15secW, along the last described line for 645.94 feet; thence S89deg24min29secW, along a line 30.00 feet South of and parallel with the North line of the Northeast ¼ of said Section 20, for 338.91 feet; thence S00deg28min08secE, along the West Line of said Tract 2, for 645.80 feet; thence N89deg26min00secE for 338.75 feet to the POINT OF BEGINNING.

All of the above described land situated, being and lying in The City of Homestead, Miami-Dade County, Florida, and containing 5,884,345.64 Square Feet and/or 135.09 Acres more or less.



SAME LATTITUDE. DIFFERENT WORLD.

CFN 2004R0024377

OR Bk 21966 Pas 0193 - 1985 (60985)

RECORDED 01/12/2004 15:51:58

HARVEY RUVIN, CLERK OF COURT

HIAMI-OADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY

PATRICIA KIMBALL FLETCHER, ESQ.
PATRICIA KIMBALL FLETCHER, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BOULEVARD, SUITE 3400
MIAMI, FLORIDA 33131

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

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE (this "Second Amendment") is made by M&H HOMESTEAD, LTD., a Florida limited partnership ("Declarant"), and joined in by KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Declarant recorded that certain Amended and Restated Declaration of Master Covenants for Keys Gate on September 10, 2003 in Official Records Book 21630, Page 3698 of the Public Records of Miami-Dade County, Florida (the "Original Declaration") respecting the community known as Keys Gate (the "Community").
- B. Thereafter, the Original Declaration was amended by that certain First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate recorded in Official Records Book ______, Page ______ of the Public Records of Miami-Dade County, Florida (the "First Amendment"). The Original Declaration together with the First Amendment shall hereinafter be referred to as the "Declaration."
- C. Section 4.2 of the Declaration permits Declarant to amend the Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever prior to the Turnover Date (as defined in the Declaration).
- D. Section 5.3 of the Declaration permits Declarant, prior to the Turnover Date (as defined in the Declaration), to withdraw any portion of the Community from the applicability of the Declaration; provided however, that such withdrawal is not unequivocally contrary to the overall uniform scheme of the development of the Community.
 - E. The Turnover Date (as defined in the Declaration) has not yet occurred.
 - F. Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, 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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.
- 2. <u>Capitalized Terms</u>. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration, except that the defined term "Declaration" is hereby modified as follows:

"<u>Declaration</u>" shall mean the Original Declaration, the First Amendment and this Second Amendment, together with all amendments and modifications thereof.

MIA118981.1

- 3. Withdrawal of Property. The real property (the "Property") legally described on Exhibit A to this Second Amendment is hereby withdrawn from the applicability of the Declaration. The withdrawal of such Property is not unequivocally contrary to the overall uniform scheme of the development of the Community. From and after the date hereof, the Declaration shall no longer encumber the Property and the Property shall no longer be subject to Assessments or any other obligations set forth in the Declaration.
- 4. <u>Modification</u>. Except as the Declaration is amended by this Second Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

WITNESSES:	M&H HOMESTEAD, LTD., a Florida limited partnership
Print Name: C. Vargas	By: // Will Billion
Print Name: C MC LNTIPE	Name: Michael Latterner Title: General Pariner
STATE OF FLORIDA) COUNTY OF MIAMI-DADE)	
2003 by Michael Latterner, as general partner	wledged before me this 315 day of <u>Decembor</u> er of M&H HOMESTEAD, LTD., a Florida limited nown to me or who has produced as identification.
My commission expires:	NOTARY PUBLIC, State of Florida at Large
C. Verges MY COMMISSION & EDITIONS BEFORES MAY 18, 2007 BONGES THEM THEY MAN SERVING MC	Print Name C. Vargas

JOINDER

KEYS GATE COMMUNITY ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 314 day of December, 2003.

WITNESSES:	KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation
Print Name: C. Vargas Print Name: C. M. TNTIKE	By: Name: Paige Latterner Title: President
	[SEAL]
COUNTY OF MIAMI-DADE)	S.: acknowledged before me this 35155 day of
Occerved, 2003 by Paige Latte ASSOCIATION, INC., a Florida not-for-	mer as President of KEYS GATE COMMUNITY profit corporation, who is personally known to me or entification, on behalf of the corporation.
My commission expires:	NOTARY PUBLIC, State of Florida at Large
MY COMMISSION & DOZDOMS EXTESS May 18, 2007 SONOED DAIL DESTROME HIGHEANCE BIC.	Print Name C. Vargos

MIAN 16981.1

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY WITHDRAWN FROM APPLICABILITY OF DECLARATION

MIA/118981.;

EXHIBIT "A" VENETIA SHORES

A portion of Tracts 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, 14, 15 & 16 Block 2, "MIAMI LAND AND DEVELOPMENT COMPANY", according to the Plat thereof, as recorded in Plat Book 5, Page 10 of the Public records of Miami-Dade County, Florida, in the Northwest 1/4 of Section 29, Township 57 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the West 1/4 corner of said Section 29; thence North 89 degrees 26 minutes 35 seconds East along the South line of the Northwest corner of said Section 29, for a distance of 2712.42 feet to a point on the East line of the Northwest 1/4 of said Section 29, also being the center of said Section 29; thence North 00 degrees 29 minutes 41 seconds West, along said East line for a distance of 580.00 feet to the Point of Beginning of the hereinafter described parcel of land; thence South 89 degrees 30 minutes 31 seconds West, along a line parallel with and 2089.93 feet South of the North Line of the Northwest 1/4 of said Section 29, for 707.00 feet; thence North 49 degrees 56 minutes 34 seconds West for a distance of 886.17 feet; thence South 88 degrees 17 minutes 12 seconds West for a distance of 176.40 feet to a point on the arc of a circular curve to the left, concave to the Southwest, a radial line to said point bears North 66 degrees 17 minutes 42 seconds East; the next described four (4) courses and distances being along the Northeasterly Boundary Line of Tract "C", of Valencia Gardens, according to the plat thereof, as recorded in Plat Book 159, at Page 160 of the Public Records of Miami-Dade County, Florida; 1) thence Northwesterly along the arc of said curve, having for its elements a radius of 120.00 feet, through a central angle of 57 degrees 12 minutes 50 seconds for an arc distance of 119.83 feet to a point of reverse curvature of a circular curve to the right, concave to the Northeast; 2) thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 64 degrees 18 minutes 53 seconds for an arc distance of 28.06 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; 3) thence Northwesterly along the arc of said curve, having for its elements a radius of 3035.00 feet, through a central angle of 15 degrees 26 minutes 51 seconds for an arc distance of 818.26 feet to a point of reverse curvature of a circular curve to the Right, concave to the Northeast; 4) thence Northwesterly along the arc of said curve, having for its elements a radius of 2000.00 feet, through a central angle of 12 degrees 10 minutes 54 seconds for an arc distance of 425.22 feet to a point on a non-tangent line; thence North 70 degrees 07 minutes 46 seconds East for a distance of 136.66 feet: thence North 00 degrees 29 minutes 29 seconds West for a distance of 230.14 feet; thence North 898 degrees 30 minutes 31 seconds East, along a line parallel with and 24.00 feet South of the North Line of the Northwest 1/4 of said Section 29, for a distance of 1711.01 feet; thence South 00 degrees 29 minutes 41 seconds East, along the West line of the East ½ of said Tract 1, for a distance of 863.68 feet; thence North 89 degrees 30 minutes 31 seconds East along a line parallel with and 887.68 feet South of the North line of said Northwest 1/4 of said Section 29, for a distance of 338.99 feet to a point on the East line of the Northwest 1/4 of said Section 29; thence South 00 degrees 29 minutes 41 seconds East along said East line for a distance of 1202.25 feet to the Point of Beginning.

TOGETHER WITH those certain access easements in favor of the above-described lands over and across the "Road" known as SW 13th Avenue (Valencia Gardens Drive) as shown on the Plat of VALENCIA GARDENS recorded at Plat Book 159, at Page 60 for ingress and egress to and from Palm Drive as shown at Official Records Book 13410, at Page 154, which easements were created and granted in that certain Easement Agreement filed February 19, 2003 in Official Records Book 21036 at Page 4910 and that certain Easement and Reverter Agreement filed December 28, 2001 at Official Records Book 20107, at Page 17.

All of the above described land situated, being and lying in The City of Homestead, Miami-Dade County, Florida.

MI.BLE.DA

20847F1518

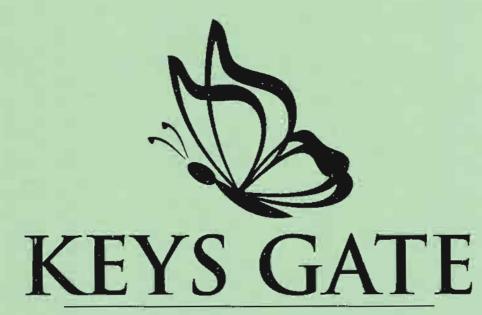
EXHIBIT "A"

A Parcel of Land being a portion of Tract 6, Block 2, of "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Dade County, Florida. in the N.W. 1/4 of Section 29, Township 57 South, Range 39 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest Corner of the Northwest 1/4 of Section 29, Township 57 South, Range 39 East; Thence N89deg 30min 31secE, along the North Line of said Section 29 for 661.61 feet: thence S00deg 29min 29secE for 15.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of land; thence continue S00deg 29min 29secE for 239.43 feet; thence S70deg 07min 46secW for 136.56 feet to a point of intersection of a circular curve; thence Northwesterly along said circular curve to the right, concave to the Northwest, having a radius of 2000.00 feet. where a Radial Line bears N70deg 07min 17secB, through a central angle of 00deg 46min 05sec for an arc distance of 26.81 feet to a point of tangency; thence N19deg 06min 41secW for 173.49 feet; thence N24deg 14min 27secE for 85.51 feet to a point of intersection of a circular curve, also being the South Right-of-way Line of PALM DRIVE (S.W. 344th Street as recorded in Official Records Book 13410, Page 154, Dade County, Florida); thence Northeasterly along said South Right-of-way line and along said circular curve to the left, concave to the Northwest, having a radius of 1290.66 feet, where the Radial Line bears \$23deg 29min 49secE, through a central angle of 01deg 53min 50sec for an arc distance of 42.74 feet; thence N89deg 30min 31sec B along a Line 15.00 feet South of and parallel with the North Line of Northwest 1/4 of said Section 29, said Line also being the South Right-of-way Line of the "Florida City Canal", as recorded in Official Records Book 8763, Page 1275, Dade County, Florida, for 118.11 feet to the POINT OF BEGINNING. Containing 1.000 acres more or less.

RECORDED IN OPPIGHAL MIDDRESS SCION OF DAZE COUNTY, PLORIDA, RECORD VERWIED HARVEY RUVIN CLERK CIRCUIT COURT

Fire Station Site



SAME LATTITUDE. DIFFERENT WORLD.



CFN 2005R0487708 OR Bk 23534 Pss 4268 - 4405i (138ps:

This instrument was prepared by and is to be returned to:

RECORDED 07/01/2005 14:50:48 HARVEY RUVIN, CLERK DF COURT MIAMI-DADE COUNTY, FLORIDA

Terri Grumer Sonn, Esq. Leopold, Korn & Leopold, P.A. 20801 Biscayne Blvd., suite 501 Aventura, Fl 33180

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

This Third Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate ("Third Amendment") is made as of this 25 day of April, 2005 by M & H Homestead, Ltd., a Florida limited partnership ("M & H"), and Keys Gate Community Association, Inc., a Florida not for profit corporation ("Association").

Recitals.

WHEREAS, the Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on September 10, 2003, in Official Records Book 21630, Page 3698, et seq., Public Records of Miami-Dade County, Florida (the "Declaration"); and

WHEREAS, the First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on January 9, 2004 in Official Records Book 21963, Page 291 ("First Amendment") and was further amended by Second Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate, recorded January 12, 2004, in Official Records Book 21966, Page 193, both in the Public Records of Miami-Dade County, Florida ("Second Amendment"); and

WHEREAS, M & H is the Declarant under the Declaration; and

WHEREAS, pursuant to section 4.2 of the Declaration, the Declarant shall have the right to amend the Declaration as it deems appropriate without the joinder or consent of any entity whomsoever prior to the Turnover Date (as defined in the Declaration); and

WHEREAS, the Turnover Date has not occurred; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant, hereby amends the Declaration as follows:

- The foregoing Recitals are true and correct and are incorporated herein by reference.
- 2. Unless modified herein, all capitalized terms not defined herein shall have the same as in the Declaration.
- 3. Paragraph 3 of the Declaration entitled "Definitions" is hereby modified so that the definitions set forth in this paragraph 3 replaces those in the Declaration and adds additional definitions for use in the Declaration. The additional and replacement definitions and their attached exhibits are as follows:

- a. <u>"Arbor Park Neighborhood"</u> shall mean those areas described on <u>Exhibit 35</u> attached hereto.
- b. <u>"Arbor Park Neighborhood Common Areas"</u> shall mean those areas described on <u>Exhibit 36</u> attached hereto. These Neighborhood Common Areas are for the exclusive use of the Centergate Neighborhood and the Arbor Park Neighborhood.
- c. <u>"Augusta Greens Phase 1 Neighborhood"</u> shall mean the Neighborhood legally described on Exhibit 3 attached hereto.
- d. <u>"Augusta Greens Phase 2 Neighborhood"</u> shall mean the Neighborhood legally described on Exhibit 33 attached hereto.
- e. "Cocoplum District" shall mean the areas described on Exhibit 5 attached hereto.
- f. "Cocopium Shared District Common Areas" shall mean the areas described on Exhibit 22 attached hereto. These District Common Areas are for the exclusive use of Augusta Greens Phase I, Augusta Greens Phase II, Dunwoodie and the Fairways Neighborhoods. Additional Neighborhoods will share the Cocopium Shared District Common Areas.
- g. "District" shall mean any area consisting of more than one Neighborhood that shares areas, facilities and/or expenses. The current various Districts are identified on Exhibit 24 attached hereto and made a part hereof. A District may be (i) expanded to include additional property by amendment to this Declaration to such effect, (ii) reduced by way of amendment to this Declaration removing a portion thereof for the purpose of adding such portion to another District or creating a new District or (iii) merged with one or more other Districts and/or Neighborhoods, likewise by amendment to this Declaration. An amendment to this Declaration respecting Districts may be executed by an officer of the Master Association if so authorized by a vote of a majority of the Board after the Turnover.
- h. "Hibiscus District" shall mean the District legally described on Exhibit 13 attached hereto.
- i. "Hibiscus Shared District Common Areas" shall mean those areas described on Exhibit 29 attached hereto. These District Common Areas are presently for the exclusive use of the Centergate Neighborhood, Arbor Park Neighborhood and Towngate Neighborhood.
- j. <u>"Lot"</u> shall mean and refer to: (i) in the case of a single family home or buildable single family homesite, an individual parcel of land within Keys Gate which is shown as an individual residential lot on one of the various plats of portion of Keys Gate recorded from time to time; (ii) in the case of a residential condominium made subject to this Declaration, an individual residential condominium unit and not the parcel(s) of real property on which the condominium unit is constructed; and (iii) in the case of a residential townhouse unit made subject to this Declaration, an individual townhouse unit and not the parcel(s) of real property on which the townhouse unit is constructed.
- k. "Master Association" shall mean the Association.

- "Master Common Areas" shall mean those Common Areas owned by the Master Association. Master Common Areas benefit Owners of all Lots in Keys Gate. The current Master Common Areas are legally described on <u>Exhibit 27</u> attached hereto.
- m. "Neighborhood" shall mean and refer to any portion of Keys Gate declared to be a Neighborhood as set forth herein, or by amendment to this Declaration (including without limitation, a condominium). The current Neighborhoods are identified on Exhibit 18 attached hereto and made a part hereto. A Neighborhood may be (i) expanded to include additional property by amendment to this Declaration to such effect, (ii) reduced by way of amendment to this Declaration removing a portion thereof for the purpose of adding such portion to another Neighborhood or creating a new Neighborhood or (iii) merged with one or more other Neighborhoods, likewise by amendment to this Declaration. An amendment to this Declaration respecting Neighborhoods may be executed by an officer of Association if so authorized by a vote of the majority of the Board after the Turnover Date.
- n. <u>"Shared District Common Areas"</u> shall imply those common areas shared by more than one district but shall not preclude any neighborhood from using Master Common Areas or District Common Areas.
- o. "Shores at Keys Gate Neighborhood" shall mean the Neighborhood legally described on Exhibit 11 attached hereto.
- p. "Shores at Keys Gate Neighborhood Common Areas" shall mean those areas described on Exhibit 30 attached hereto. Those areas are for the exclusive use of the Shores at Keys Gate Neighborhood.
- q. "Towngate Neighborhood" shall mean the Neighborhood legally described on Exhibit "12" attached hereto.
- r. <u>"Towngate Neighborhood Common Areas"</u> shall mean those areas described on **Exhibit 16** attached hereto.
- s. <u>"Towngate/Arbor Park Shared District"</u> shall mean those areas described on <u>Exhibit 28</u> attached hereto. These District Common Areas are presently for the exclusive use of the Arbor Park Neighborhood and Towngate Neighborhood but may be expanded as surrounding Neighborhoods are developed.

The remaining definitions in paragraph 3 of the Declaration remain unchanged.

- 4. Section 9.13 is hereby deleted in its entirety and replaced with the following:
 - 9.13 Maintenance of Residences. Association may provide certain maintenance to Residences and Lots within specific Neighborhoods. <u>Exhibit 20</u> describes what maintenance is provided to Residences in each Neighborhood by Association. Each Neighborhood shall bear the expenses of the maintenance performed for such Neighborhood, and Owners in such Neighborhoods shall be subject to Neighborhood Assessments for such maintenance.
 - 9.13.1 Scope of Responsibility in Northgate. Association shall have an easement to make and shall make all customary repairs required as part of the normal maintenance of the exterior walls and roofs of the Residences in Northgate; provided, however, that Association shall

not be responsible for repairs necessitated by acts or omissions of the Owner, occupant thereof or his/her contractors or invitees and it shall not be required to maintain roof gutters, any plate glass or similar materials, sliding glass doors (including the frames), window (including the frames) or door screens, entry or garage doors (except for their exterior finishes) or light fixtures (or to replace their bulbs); but shall have the right to make the repairs if in its reasonable discretion it deems it necessary and shall have the right to assess the Owner for the cost of repair. In the case of a repair necessitated by acts or omissions of an Owner, or its occupant, contractor or invitee, the Association shall have the right, but not the obligation, to make the repair and then assess the responsible Owner for the cost of the repair.

9.13.2 Scope of Responsibility in Arbor Park. Association shall have an easement to make and shall make all customary repairs required as part of the normal maintenance of the exterior walls and roofs of the Residences in Arbor Park; provided, however, that Association shall not be responsible for repairs necessitated by the acts, omissions or misconduct of the Owner, occupant(s) thereof or his/her contractors or invitees and it shall not be required to maintain roof gutters, any plate glass or similar materials, sliding glass doors (including the frames), window (including the frames) or door screens, entry or garage doors (except for their exterior finishes) or light fixtures (or to replace their bulbs) but shall have the right to make the repairs if in its reasonable discretion it deems it necessary and shall have the right to assess the Owner for the cost of repair. Moreover, Association shall have no responsibility to make any repairs to the interior of any Residence. In the case of a repair necessitated by the acts, omissions or misconduct of an Owner, or its occupant, contractor or invitee, the Association shall have the right, but not the obligation, to make the repair and then assess the responsible Owner's Lot for the cost of the repair.

The Association shall make any necessary repairs to any party wall or fence but the cost of reasonable repair and maintenance of a party wall or fence shall be shared equally by the Owners who make use of the wall or fence. To the extent not inconsistent with the provisions of this subsection, the general rules of law regarding party walls and liability for property damage due to acts, omissions, misconduct or willful acts or omissions shall apply to each party wall which is built as part of the original construction of the Lot and any replacements thereof. No Owner/occupant may commit or authorize the commission of any act which has the effect of impairing or decreasing the structural integrity of any party wall or fence. The foregoing shall also apply to any replacements of any structures or party walls or fences if same are constructed in conformance with the original structure or party wall or fence. The foregoing conditions shall be perpetual in duration and shall not be subject to any amendment of this Declaration.

These provisions hereby incorporate all of the terms, conditions, rights and powers of the Associations as set forth of Articles 13 and 17 of the Declaration.

- 9.13.2.1 <u>Insurance</u>. Insurance covering portions of the Arbor Park shall be governed by the following provisions:
 - (1) Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("Insurance Trustee") hereunder. The Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of the Insurance Trustee and Association with respect to the requirements of this

Declaration. The Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of the Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, the Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from the Owners as a Common Expense. The Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee.

- (a) Named Insured. The named insured shall be Association, individually, and as agent for the Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Owners and their mortgagees shall be additional insured.
- (b) <u>Custody of Policies and Payment of Proceeds</u>. Al! policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed) or otherwise with Association.
- (c) <u>Copies to Mortgagees</u>. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Lender who holds a mortgage upon a Lot covered by the policy.
- (2) <u>Coverage</u>. Association shall maintain insurance for the Arbor Park Neighborhood covering the following:
 - (a) Property Insurance. The Residence (including all fixtures, installations or additions) comprising that part of the Residence within the boundaries of the Lot initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as existed at the time the Lot was initially conveyed if the original plans and specifications are not available and shall include but not be limited to the structure over which each Owner has its Lots, the roof, exterior structure, interior structure and support beams, party walls, insulation, and fixtures (collectively, the "Insured Property"). The term Insured Property shall not include floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or other personal property owned, supplied or installed by Owners or tenants of Owners) and all improvements

located on the Common Areas from time to time, together with all service machinery contained therein. The Insured Property shall be insured, to the extent available, in an amount not less than one hundred (100%) percent of the full insurable replacement value thereof, excluding foundation and excavation costs so that there will be no coinsurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain reasonable deductible provisions as determined by the Board (and approved by Declarant so long as it owns a Lot). Such coverage shall afford protection against loss or damage by fire and other hazards covered on a all-risk basis.

- (b) Windstorm Insurance. Insurance which is excluded under the primary property policy and must be written monoline through either Citizens Property and Casualty or other carrier which will provide windstorm coverages for hurricane loss or hail with respect to the Insured Property.
- (c) Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.
- (d) Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right of subrogation against Association and against the Owner's individually and as a group.
- (3) <u>Premiums</u>. Premiums upon insurance policies purchased by Association shall be paid by Association as a Neighborhood Assessment. Premiums may be financed in such manner as the Board deems appropriate.
 - (a) <u>Proceeds.</u> Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the Common Areas appurtenant to each Lot.
 - (b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Owner and their Lender pursuant to the provisions of this Declaration.
 - (c) <u>Distribution of Proceeds</u>. Proceeds of insurance policies received by the Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
 - (i) Expenses of the Trust. All expenses of the Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

- (ii) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, a portion of the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Owners and their Lenders being payable jointly to them. Regardless of any delay in disbursement, only Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.
- (iii) Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the Owners as provided in Section 9.13.2.1(3)(a) above, and distributed first to the Owner's Lenders in an amount sufficient to pay off their mortgages, and the balance, if any, to the Owners. This is a covenant for the benefit of any Lender of a Lot and may be enforced by them.
- (d) Certificates. In making distribution to Owners and their Lenders, the Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President and Secretary as to the names of the Owners and their mortgagees and their respective shares of the distribution. The Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice-President to determine whether or not the damaged property is to be reconstructed or repaired.
- (4) Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner, Lender or/and for each owner of a mortgage or other lien upon a Lot and for each owner of any other interest in the Arbor Park Neighborhood to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.
- (5) Owners Personal Coverage. Owners should obtain insurance coverage at their own expense upon the property lying within the boundaries of their Lot, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, water heaters and built-in cabinets. Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against an Owner due to accidents occurring within his Lot, nor casualty or theft loss to the contents of an Owner's Lot. It shall be the obligation of the

individual Owner, if such Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association.

- (6) Reconstruction or Repair After Fire or Other Casualty.
 - Determination to Reconstruct or Repair. In the event of damage to or (a) destruction of the Insured Property within the Arbor Park Neighborhood, the Board shall arrange for the prompt repair and restoration of said Insured Property; provided, however if seventy-five percent (75%) or more of the structure or Residence which constitutes the Insured Property is substantially damaged or destroyed and if the Owners owning eighty percent (80%) of the applicable interests said Insured Property vote not to proceed with the repair or restoration thereof, the Insured Property will not be repaired and shall be subject to an action for partition instituted by Association, any Owner, Lender or lienor, as if the Insured Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Owners in proportion to their respective interests in the Insured Property with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Lot, and among affected Owners in proportion to the damage suffered by each such affected Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to an Owner until there has first been paid off out of his share of such funds all mortgages and liens on his Lot in the order or priority of such mortgages and liens.
 - (b) Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is the Insured Property, by a majority of Owners of that Residence or Insured Property. Notwithstanding the foregoing, each Lender of a Lot which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.
 - (c) Owner Responsibility. If there is damage to those parts of the Insured Property for which the responsibility of maintenance and repair is that of the Owners, then the Owners shall be responsible for all necessary reconstruction and repair. In the case of a repair necessitated by the acts, omissions, accidents or misconduct of an Owner, or its occupant, contractor or invitee, the Association shall have the right, but not the obligation, to make the repair and then levy an assessment against the responsible Owner's Lot for the cost of the repair. This provision hereby incorporates all of the terms, conditions and powers of the Associations as set forth of Articles 13 and 17 of the Declaration.

- (d) Party Walls. If a party wall or fence is destroyed or damaged by fire or other casualty, the Association shall repair the same. If there are insufficient insurance proceeds to pay for the repair of a party wall, then the additional funds required to repair the party wall shall be levied and collected as a special assessment from the Owner of the party wall which sustained damage. To the extent that the damage is caused by an Owner, its invitees, agents or tenants, then said Owner shall be responsible to pay for said damage and if said Owner fails to timely make payment (within thirty (30) days of submission of an invoice) to the Association for the cost of said repair, then the Association shall have a right to levy an assessment against the responsible Owner's Lot.
- (e) Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.
- (f) Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the all of the Owners in Arbor Park in sufficient amounts to provide funds for the payment of such costs.
- (g) <u>Construction Funds</u>. The funds for payment of the costs of reconstruction and repair, which shall consist of proceeds of insurance held by the Insurance Trustee (if appointed) and funds collected by Association from Special Assessments against Owners, shall be disbursed in payment of such costs in the following manner:
 - (i) <u>Disbursement</u>. The proceeds of insurance collected on account of a casualty, and the sums collected from Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - l) Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by a Lender which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

- Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is One Hundred Thousand Dollars (\$100,000) or more, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 9.13.2.1(3)(c), but then only upon the further approval of an architect/engineer qualified to practice in Florida and employed by Association to supervise the work.
- (ii) Surplus. It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.
- (7) Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Owners upon Special Assessments shall be deposited by Association with the Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect/engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.
- (8) The terms and conditions of this insurance provision shall solely apply to the Arbor Park Neighborhood and are not intended to conflict with or modify any other provision of the Declaration.
- 9.13.3 Maintenance Limited. The maintenance and repairs provided for herein are for the limited purpose of ensuring the uniform and attractive appearance of such Residences and shall not extend to maintenance or repairs (whether structural or non-structural) for the benefit of the Owner or occupant of a Residence which is beyond the aforesaid limited purpose. Association may, in its sole discretion, provide or arrange for the applicable Owner to contract for maintenance or repair work beyond the aforesaid scope, provided that (i) the cost of same shall be paid by the Owner (directly or as provided in Section 13.18); (ii) Association shall not be deemed to have incurred any liability to the party or parties performing such work; and (iii) Association shall not be deemed a guarantor, inspector or insurer of the performance, appropriateness, fitness or quality of such work.

- 5. The following paragraph is added to the Declaration as paragraph 20.18:
 - Rights of City of Homestead. Notwithstanding anything in this Declaration to the contrary, the obligation of the Declarant and Association, as applicable, to maintain, administer, operate and insure and replace the Common Areas, Neighborhood Common Areas and District Common Areas shall not be diminished, reduced or deleted without the prior written consent of the City of Homestead ("City") following a public hearing. In the event the Declarant and/or Association fails or refuses to perform its obligations hereunder with respect to the Common Areas, Neighborhood Common Areas and District Common Areas, the City shall have the right, but not the obligation, after written notice and a reasonable opportunity to cure by the Declarant and/or Association, as applicable, to enforce the terms and provisions of this Declaration by any procedure at law or in equity against the Declarant, Association, and/or Owners, including the right to levy and enforce assessments and fines in connection with any such enforcement action. The expense of any litigation arising out of this Section shall be borne by the non-prevailing party. Notwithstanding anything in this Declaration to the contrary, the provisions of this Section may not be amended, modified, repealed or altered without the prior written consent of the City after a public hearing.
- 6. Except as the Declaration has been amended by the First Amendment, the Second Amendment and this Third Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:	M&H HOMESTEAD, LTD., a Florida limited partnership
Print Name: <u>L. Varq</u> as Print Name: <u>Natauo lau</u>	Michael Latterner, General Partner
STATE OF FLORIDA) COUNTY OF MIAMI-DADE)	SS. :
The foregoing instrument was a by Michael Latterner, as general partners	acknowledged before me this day of April, 2005 er of M&H Homestead, Ltd., a Florida limited partnership, has produced as identification.
My commission expires:	NOTARY PUBLIC, State of Florida at Large
C Vargas	Name C. Vargas

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hereunto set its hand and seal as of this _____day of April, 2005.

Joinder and Consent

Keys Gate Community Association, Inc., a Florida not for profit corporation

Keys Gate Community Association, Inc., a Florida not for profit corporation, does hereby join in the Third Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

In witness whereof, the undersigned has exec, 2005.	uted this Joinder on this 25 day of April
Witnesses:	Keys Gate Community Association, Inc., a Florida not for profit corporation
At J.	sy: MA
Print Name: Kun Green Claudelth Ruig Print Name: Claudette B. Ruiz	Title: PRES.
Print Name: Clauditte & Luiz .	
State of Florida)	
County of Miami-Dade)	
The foregoing instrument was acknowledged by PAIGE LATTERNER, as president of Keys on not for profit corporation, who is personally known or identification, on behalf of the company.	before me this 35 day of 2005. Cate Community Association, Inc., a Florida has produced by as
My commission expires:	Notary Public
NOTARY PUBLIC-STATE OF FLORID. Kimberly A. Green Commission # DD387955 Expires: FEB. 25, 2009 Bonded Thru Atlantic Bonding Co., Inc.	. ;

I:\work\LATTERNER\Association\3rdAmDoc.wpd

Centergate Construction, Corp., a Florida corporation

Centergate Construction, Corp., a Florida corporation, does hereby consent to the Third Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

In witness whereof, the undersigned has ex, 2005,	xecuted this Consent on this Oday of Pho
Print Name: Kim Green	Centergate Construction, Corp., a Florida corporation By:
Print Name: Wandleffel BUKUIZ.	
State of Florida)	
County of Miami-Dade)	
The foregoing instrument was acknowledge by Jerry Joseph, as president of Centergate Construment on behalf of the corporation, who is personally known as identification, on behalf of the company. My commission expires:	nuction, Corp., a Florida corporation own or has produced by Notary Public
	State of Florida

NOTARY PUBLIC-STATE OF PLORIDE.
Commission # DD387955
Expires: FEB. 25, 2009
Bonded Thru Allande Bonding Co., Inc.

South Kendall Construction, LLC, a Florida limited liability company

South Kendall Construction, LLC, a Florida limited liability company, does hereby consent to the Third Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

In witness whereof, the undersigned has 2005.	executed this Consent on this day of
Print Name: Kim Careen Clauditte B. Ruist Print Name: Clauditte B. Ruiz	South Kendall Construction, LLC, a Florida limited liability company By:
State of Florida)	
County of Miami-Dade)	
by Patrick Gleber, as manager of South Kenda	edged before me this 25 day of Agri 2005 all Construction, LLC, a Florida limited liability is personally known or has produced by half of the company. Notary Public State of Florida

Colonial Bank, N.A., a national banking corporation

Colonial Bank, N.A., formerly known as Colonial Bank, an Alabama banking corporation, does hereby consent to the Third Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

its successors in title.	π
In witness whereof, the undersigned has exe, 2005.	ecuted this Consent on this 25 day of Alku
Print Name: MARGARET ETARCIA Print Name: MARGARET CONTRA	Colonial Bank, N.A., formerly known as Colonial Bank, an Alabama banking corporation By:
State of Florida County of Miami-Dade The foregoing instrument was acknowledged by William F. Painter, as vice-president of Colonial an Alabama Banking corporation, on behalf of said by Social Kalbura as identification, on behalf was identification, on behalf of said by Commission expires: Notary Public State of Florids Connie E Scarlott My Commission DD400390 Expires 03/23/2009	bank, who is personally known or has produced

Wachovia Bank, N.A., a national banking corporation

Wachovia Bank, N.A., successor in interest to SouthTrust Bank, an Alabama banking corporation, does hereby consent to the Third Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

In witness whereof, the undersigned has ex, 2005.	seconted this Consent on this 25 day of APUL
Witnesses:	Wachovia Bank, N.A., successor in interest to SouthTrust Bank, an Alabama banking corporation
Print Name: MARY KNURNE	By:
State of Florida	
County of Mismi-Dade Brown	ort One
The foregoing instrument was scknowledg by Philip Lyew, as vice president of Wachovia Bank an Alabama banking corporation, on behalf of said by as identification, on be	bank, who is personally known or has produced
My commission expires: Declured 1, 2008	Notary Public State of Florida
Oksana Smirnova Commission # DD376142 Expires December 1, 2008	•

Exhibit 35

"Arbor Park Neighborhood"

LOCATION MAP

SCALE: 1" = 3.000'

SURVEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on recorded value of S00°25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or detetions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteres & Manucy, Inc. Dote: APRIL 27, 2005 (3RD AMD.)

Revision Date: Revision Date:

By: Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5876

ARBOR PARK NEIGHBORHOOD



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

AMENDED MASTER DECLARATION - EXHIBIT 35
LOCATION MAP & SURVEYOR'S NOTES KEYS GATE COMMUNITY ASSOCIATION, INC DEMANDER CO 8, ROJAS 04-27-2005 10 A AS SHOWN Odrada in PARAMET No. 98N041-5860 3

Embile/Neighborhoods/Toengtie is Canlarysta.deg Q VIND CONFANES/Engheeting & SamphinySamer/Sambs & Legal/034044 5860 S & L Moder Declaration

LEGAL DESCRIPTION:

All of Tract "E" and Tract "C", of CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Back 133, at Page 7 of the Public Records of Miami-Dade County, Florida.

AND:

A portion of Tract "D", of CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7, and a portion of Tracts 3, 4, 5, 6 and 7, Block 3, of PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", in Section 21, Township 57 South, Range 39 East, according to the Plat thereof, as recorded in Plat Book 5, at Page 10, all of the Public Records of Miami—Dade County, Florida, being more particularly described as follows:

BEGIN at the Northeast Corner of Tract "E", of said Plat of "CENTER GATE NO. ONE"; the next described five (5) courses and distances being along the Southerty, Westerly and Northerly Boundary Lines of said Tract "D", also the next described two (2) courses being along the Northerly Boundary Lines of sold Tract "E"; 1) thence S78deg33min44secW for 168.25 feet to a point of curvature of a circular curve to the right, concave to the North; 2) thence Southwesterly and Westerly along the arc of said curve, having for its elements a radius of 500.00 feet, through a central angle of 13deg13min45sec for an arc distance of 115.45 feet to the Most Westerly Southwest Corner of said Tract "D"; 3) thence NOOdeg25min21secW for 42.03 feet to Most Westerly Northwest Corner of sold Tract "D", said point also being on the arc of a circular curve to the left, concave to the North, a radial line to said point bears S01deg59min40secW; 4) thence Easterly and Northeasterly along the arc of said curve, having for its elements a radius of 458.00 feet, through a central angle of 13deg25min56sec for an arc distance of 107.37 feet to a point of tangency; 5) thence N78deg33min44secE for 188.39 feet; thence N14deg10min34secE for 72.81 feet; thence N00deg51min52secW for 151.92 feet; thence N17deg56min42secE for 51.50 feet; thence N37deg14min03secE for 561.03 feet; thence N37deg14min03secE for 561.03 feet; thence N59deg44min39secE for 35.86 feet; thence N87deg02min17secE for 951.98 feet to its intersection with the Easterly Boundary Line of said Tract "D"; the next described five (5) courses and distances being along the Easterly, Southeasterly and Southerly Boundary Line of said Tract "D"; 1) thence S07deg53min32secW for 4.66 feet; 2) thence S11deg42min22secW for 150.34 feet; 3) thence S07deg53min32secW for 143.38 feet to a point of curvature of a circular curve, thence Southwesterly and Westerly along the arc of said curve, having for its elements a radius of 606.39 feet, through a central angle of 94deg10min51sec for an arc distance of 996.76 feet to a point of reverses curvature of a circular curve to the left, concave to the South; 4) thence Westerly along the arc of said curve, having for its elements a radius of 975.00 feet; through a central angle of 23deg30min39sec for an arc distance of 400.08 feet to a point of tangency, thence S78deg33min44secW for 195.34 feet to the POINT OF BEGINNING.

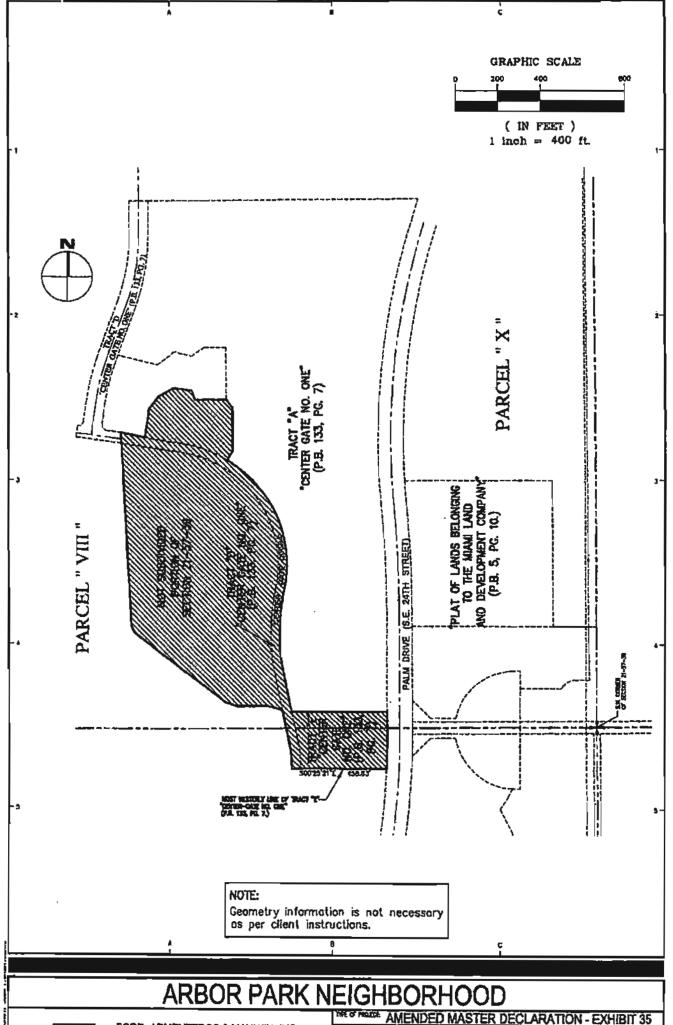
All of the above described land situated, being and lying in City of Homestead, Miami-Dade County, Florida, and containing 1,073,822.85 Square Feet and/or 24.65 Acres more or less.

ARBOR PARK NEIGHBORHOOD



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

AMENDED MASTER DECLARATION - EXHIBIT 35					
LEGAL DESCRIPTION					
KEYS GATE COMMUNITY ASSOCIATION, INC.					
CONTRACTOR OF THE PARTY OF THE	B. ROJAS	DATE	04-27-2005	3627:	
ONE CHESTON I	12	20/E	AS SHOWN	12	
ORDIOD RC		PRODUCT No.	888041-5880		





FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

THE OF PROJUCTS	AMENDE	MASTE	R DECLARA	TION - EXHIBIT 35
BOT YOU	SKETCH T	O ACCO	MPANY LEC	GAL DESCRIPTION
MIDWALD ROL	KEYS GAT	E COM	MUNITY ASS	OCIATION, INC.
(MCMH ST.	B. ROJAS	DATE	04-27-2005	9400:
ONC OFFICE BY		SCALE:	1" = 400"	3
OCOCO SE		PROJECT NE	98N041-5880	ு 3 அளு

Exhibit 36

"Arbor Park Neighborhood Common Areas"

SCALE: 1" = 3,000"

SURVEYOR'S KOTES:

Residen Estista/Neighborhoods/Tompode & Canterpolades

Declaration

CORPARES/Gogswering & Serveying/Survey/Section & Legal/SEROH! 5000 5 & L Morter

00000

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on recorded value of S00'25'21'E
 along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) —Not valid without the signature and the original raised seal of a Fiorido Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 5) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CENTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We turther certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. Date: APRIL 27, 2005 (3RD AMD.)

Revision Date: Revision Date:

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

ARBOR PARK NEIGHBORHOOD COMMON AREA



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805

	AMENDED MASTER DECLARATION - EXHIB					
LOCATION MAP & SURVEYOR'S NO					'S NOTES	
KEYS GATE COMMUNITY ASSOCIATION, INC						
	CONTRACT BUT	SKIT:				
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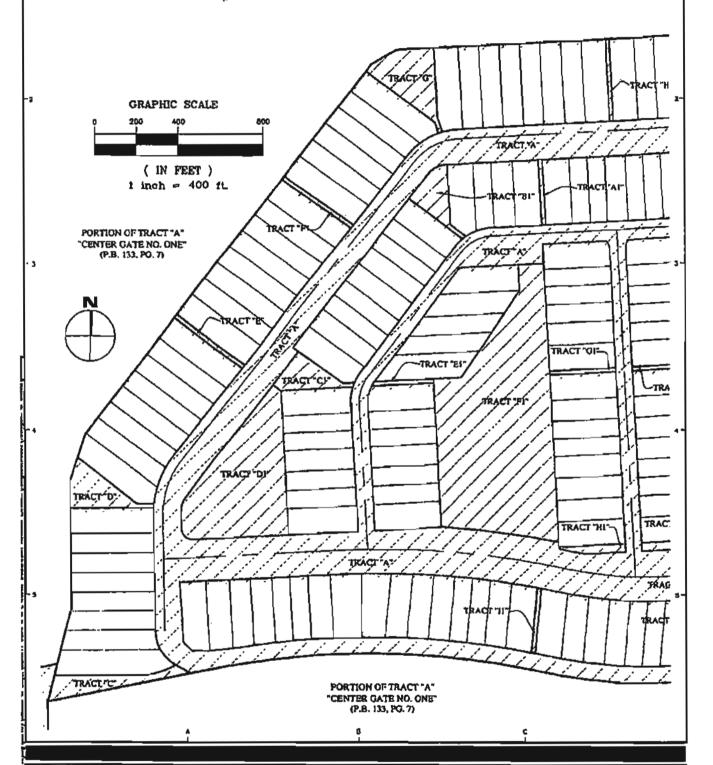
Decords as: SCATC WE SHOWN

Decords as: SCATC WE SHOWN

LEGAL DESCRIPTION:

Tracts "A", "C", "D", "E", "F", "G", "H", "I", "J", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "X", "Y", "Z", "A1", "B1", "C1", "D1", "E1", "F1", "G1", "H1", and "I1" of "TDWNGATE NORTH", according to the Plat thereof, as recorded in Plat Book **, at Page ** (** Denotes Approved Tentative Plat No. T—21840), of the Public Records of Dade County, Florida.

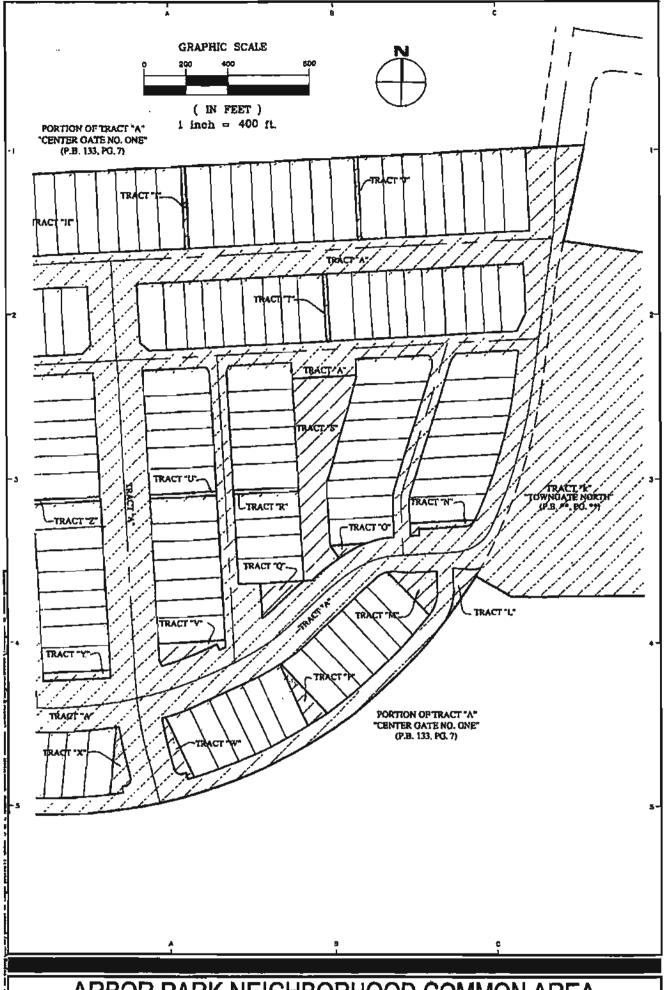
All of the above described land situated, being and lying in Miami-Dade County, Florida, and containing 2.11 Acres more or less.



ARBOR PARK NEIGHBORHOOD COMMON AREA



MENDED AMENDED	MASTER DECLARA	TION - EXHIBIT 36			
PET NAME LEGAL DESCRIPTION					
NETO GPU	MENANT FOR KEYS GATE COMMUNITY ASSOCIATION, INC.				
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C40020 Bri	PROJECT No. 98NO41-6860	or 3 secons			

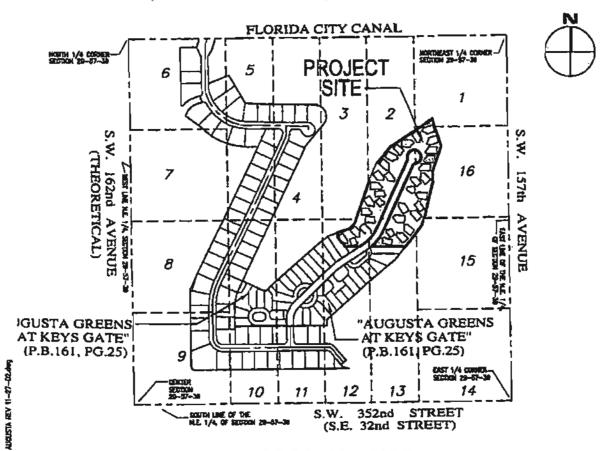


ARBOR PARK NEIGHBORHOOD COMMON AREA



TOPE OF PRINCIPLE	<u>AMENDED</u>	MASTE	R DECLARA	TION - EX	HIBIT 36
LEGAL DESCRIPTION					
KEYS GATE COMMUNITY ASSOCIATION, INC.					
	. ROJAS	CATE	04-27-2005	SHEET IS	
DEC. CHESTED BY		SCALE	AS SHOWN	3	3
COCCUSE ON:		PROJECT No.	98N041-5860		or 3 seems

"Augusta Greens Neighborhood"



SECTION 29, TOWNSHIP 57 SOUTH, RANGE 39 EAST NOT TO SCALE

SURVEYOR'S NOTES:

5860 LD

Enterta/AutoASTA\\$88041

Declaration

COMPANES (Engineering & Sameying) Samey Sauton & Legal (2010)41 5060 5 & L. Montar

900

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on an assumed value of N89'26'43"E
 along the South Line of the Northeast 1/4 of Section 29-57-39.
- 3) -Not valid without the signature and the original raised seal of a Florido Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- party or parties is prohibited without written consent of the signing party or parties.

 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the eosements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SUBVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002

Revision Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003

Revision Date: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, for the firm Professional Surveyor and Mapper State of Florido, LS No. 5676

AUGUSTA GREENS NEIGHBORHOOD



	PROTE	AMENDE			ATION - EXHIBIT 3	
	LOCATION MAP & SURVEYOR'S NOTES					
	KEYS GATE COMMUNITY ASSOCIATION, INC.					
12,136		J. LUPEZ	ONTE	10-23-2002	HEE	
	1322) Fi		SEALE:	AS SHOWN	1 1	
GEE	do int		PROECT No.	98N941	er 3 aggre	

LEGAL DESCRIPTION

Units 19 through 52, inclusive, and those certain common elements as described in "AUGUSTA GREENS CONDOMINIUM PHASE I", as recorded in Official Records Book 17524, Page 3087 of the Public Records of Miami—Dade County, Florida, being more particularly described as follows:

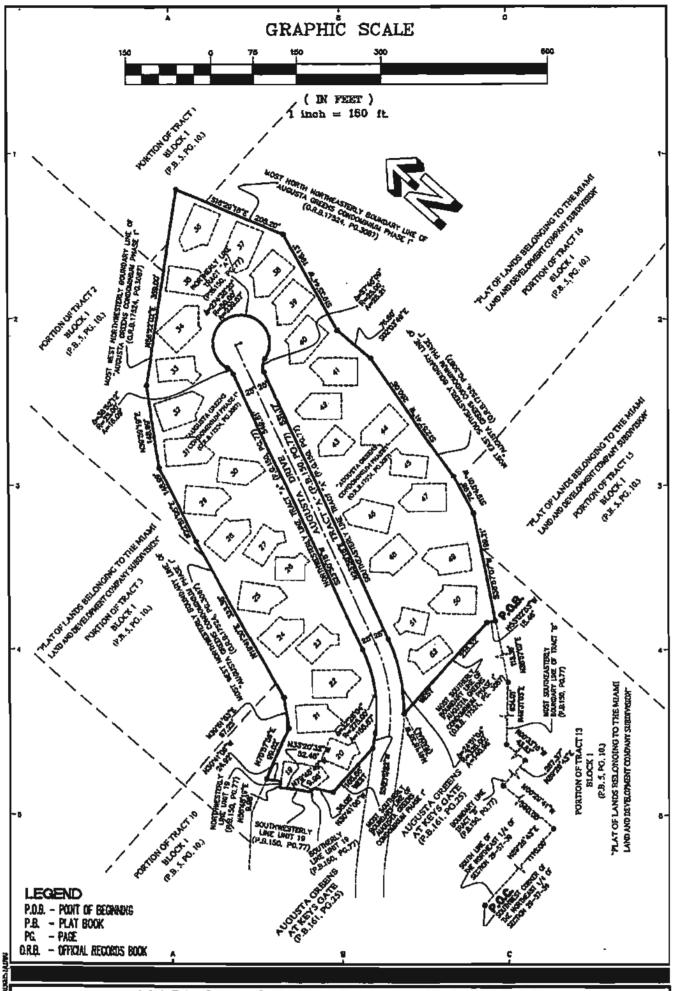
COMMENCE at the Southwest Corner of the Northeast 1/4 of Section 29, Township 57 South, Range 39 East; thence N89deg26min43secE, along the South Line of the Northeast 1/4 of said Section 29, for 1110.00 feet; thence NOOdeg29min41secW for 560.00 feet; thence N89deg26min43secE, along the Southerly Boundary Line of Tract "B", of "AUGUSTA GREENS", according to the Plat thereof, as recorded in Plat Book 150, at Page 77 of the Public Records of Miami-Dade County, Florida, for 267.37 feet; the next described three (3) courses and distances being along the Most Easterly and Southeasterly Boundary Line of said Tract "B"; 1) thence NOOdeg33min16secW for 43.83 feet; 2) thence N49deg31min03secE for 654.01 feet; 3) thence N36deg57min07secE for 115.36 feet to the POINT OF BEGINNING of the following described Parcel of Land; the next described two (2) courses and distances being along the Southerly Boundary Line of said "AUGUSTA GREENS CONDOMINIUM PHASE I"; 1) thence N53deg02min53secW for 15.46 feet; 2) thence West for 225.32 feet to its intersection with the arc of a circular curve to the left, concave to the Northwest, a radial line from said point bears N41deg18min38secW; the next described eight (8) courses and distances being along the Southeasterly, Northerly and Northwesterly Boundary Line of Tract "A", of said plat of "AUGUSTA GREENS"; 1) thence Northeasterly along the arc of said curve, having for its elements a radius of 325.00 feet, through a central angle of 24deg51min04sec for an arc distance of 140.96 feet to a point of tangency; 2) thence N23deg50min1BsecE for 531.17 feet to a point of curvature of a circular curve to the right, concave to the Southeast; 3) thence Northeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 57deg46min09sec for an arc distance of 25.21 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; 4) thence Northeasterly, Northerly, Northwesterly, Westerly, Southwesterly and Southerly along the arc of said curve, having for its elements a radius of 50.00 feet, through a central angle of 274deg38min20sec for an arc distance of 239.67 feet to a point of reverse curvature of a circular curve to the right, concave to the West; 5) thence Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 36deg52min12sec for an arc distance of 16.09 feet to a point of tangency; 6) thence S23deg50min18secW for 549.61 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 7) thence Southwesterly along the arc of said curve, having for its elements a radius of 275.00 feet, through a central angle of 32deg26min04sec for an arc distance of 155.67 feet to a point of tangency; 8) thence S56deg16min22secW for 27.73 feet; thence West along the Most Southerly Boundary Line of said "AUGUSTA GREENS CONDOMINIUM PHASE I", for 105.66 feet; thence N30deg41min06secW, along the Most Southwesterly Boundary Line "AUGUSTA GREENS CONDOMINIUM PHASE I", for 35.08 feet to its intersection with the Southerly Boundary Line of said Unit 19; the next described three(3) courses and distances being along the Southerly, Southwesterly and Northwesterly Boundary Line of sold Unit 19; 1) thence N79deg45min42secW for 9.96 feet; 2) thence N33deg20mln32secW for 52.46 feet; 3) thence N56deg45min19secE for 9.96 feet; thence N30deg41min06secW, along the Southwesterly Boundary Line of said "AUGUSTA GREENS CONDOMINIUM PHASE I", for 24.92 feet; the next described twelve(12) courses and distances being along the Most West Northwesterly, the Most North Northeasterly and the Most East Southeasterly Boundary Line of said "AUGUSTA GREENS CONDOMINIUM PHASE I"; 1) thence N70deg57min59secE for 99.02 feet; 2) thence N39deg51min53secE for 57.25 feet; 3) thence N19deg41min30secE for 323.36 feet; 4) thence N22deg51min05secE for 148.99 feet; 5) thence N39deg59min19secE for 148.99 feet; 6) thence N56deg22min02secE for 359.00 feet; 7) thence S18deg29min18secE for 205.20 feet; 8) thence S19deg35min44secW for 198.13 feet; 8 9) thence S02deg03min49secE for 76.60 feet; 10) thence S12deg57mIn41secW for 260.06 feet; 11) thence S19deg40min01secW for 76.98 feet; 12) thence S36deg57min07secW for 199.21 feet to the POINT OF BEGINNING.

All of the above described land situated, being and lying in the City of Homestead, Miami-Dade County, Florida, and containing 332,530.66 Square Feet and/or 7.63 Acres more or less.

AUGUSTA GREENS NEIGHBORHOOD



AMENDED MASTER DECLARATION - EXHI					
	SEEL HANG	LEGAL D			
KEYS GATE COMMUNITY ASSOCIATION, IN					SOCIATION, INC.
	Designation Co.	. LOPEZ	DYAC	10-23-2002	2MICELY.
	DEAL CHESSA EX		25ATD	N/A	2
	CALLEGE ST.		PROJECT No.	DENINGS	3



AUGUSTA GREENS NEIGHBORHOOD



	D MASTER DECLAR	ATION - EXHIBIT 3		
SEET MARS LEGAL DESCRIPTION				
KEYS GATE COMMUNITY ASSOCIATION, INC.				
J. LOPEZ	10-23-2002	2623		
Ant CRitical gis	SCALE N/A	3		
GEAD SI	PROJECT NO. 98NO41	w 3 same		

"Augusta Greens at Keys Gate Neighborhood"

SECTION 29, TOWNSHIP 57 SQUTH, RANGE 39 EAST NOT TO SCALE

SURVEYOR'S NOTES:

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Revision Eurabits/AUGUSTA\984041

Orcharoliza

CONTRACES (Diginaring & Surveying (Survey) Statch & Lapor (SCHOR) 5060 5 & L. Maxter

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- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on an assumed value of N89'25'43'E
 olong the South Line of the Northeast 1/4 of Section 29-57-39.
- 3) —Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- party or parties is prohibited without written consent of the signing party or parties.

 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the opplicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. Date: APRIL 27, 2005 (3RD AMD.)

Revision Date: Revision Date: Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florido, LS No. 5576

AUGUSTA GREENS AT KEYS GATE NEIGHBORHOOD



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2806 THE OF MEASURE AMENDED MASTER DECLARATION - EXHIBIT 33

WELT MAND:
LOCATION MAP & SURVEYOR'S NOTES

WINDWED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

WINDWEST J. LOPEZ

DATE:
D4-27-2005

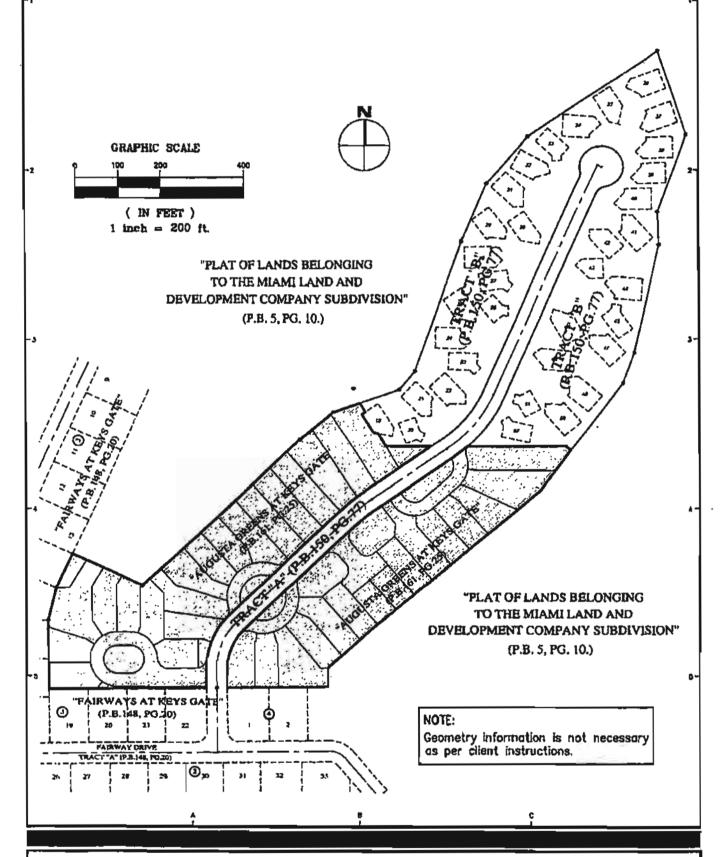
WINDWEST WE.

WINDWEST W



All of "AUGUSTA GREENS @ KEYS GATE:, according to the Plat thereof as recorded in Plat Book 161, at Page 25 of the Public Records of Miami-Dade County, Florida.

Containing 385,799 Square Feet and/or 8.86 Acres, more or less.



AUGUSTA GREENS AT KEYS GATE NEIGHBORHOOD



THE OF MOEEN	AMENDED	MASTE	R DECLARA	TION - EXHIBIT 33
SET NOC	SKETCH C	F SURV	EY AND LEG	AL DESCRIPTION
				OCIATION, INC.
	J. LUPEZ	DATE	04-27-2005	Setti
(at) patrice (at		SOME	1" = 200"	2
क्षांच्ये स्ट		PROJECT No.	98N041-5880	or 2 seams

"Cocoplum District"

SCALE: 1" = 3.009"

SURVEYOR'S NOTES:

Extern/est

Q VOID COMPANES (Supheeting & Samples (Same) (Same) & Lago (1990) (500 S & L Marter Declaration

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North errow direction and Bearings shown hereon are based on recorded value of NCO*29'41"W along the East Line of the N.W. 1/4 of Section 29, Township 57 South, Range 39 East.
- 3) —Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Porcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 51G17—6, Florida Administrative Code.

Ford, Armenteros & Monucy, Inc.

Dote: OCTOBER 23, 2002

Revision Date: JANUARY 10, 2003

Revision Date: MAY 7, 2003

Revision Date: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

COCOPLUM DISTRICT



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAM!, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805

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	THE O' HOUSE	AMENDE	D MASTER I	DECLARAT	TON - EXHIB	<u> 31T 5</u>
	SHEET BOMES		XN MAP & SU			
	MENNED ICH:	KEYS GA	TE COMMUN	VITY ASSO	CIATION, IN	₹C.
	SOLUTE EN	B. ROJAS	PATE 12-10	-2002	क्	

AS SHOWN

PROJECT IN: 98N041-6660

LEGAL DESCRIPTION:

All of "DUNWOODIE AT KEYS GATE", according to the Plat thereof as recorded in Plat Book 159, at Page 43 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

All of "FAIRWAYS AT KEYS GATE", according to the Plat thereof as recorded in Plat Book 148, at Page 20 of the Public Records of Mlomi—Dade County, Florida.

TOGETHER WITH:

Units 19 through 52, inclusive, and those certain common elements as described in "AUGUSTA GREENS CONDOMINIUM PHASE I", as recorded in Official Records Book 17524, Page 3087 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

All of "AUGUSTA GREENS © KEYS GATE", according to the Plat thereof as recorded in Plat Book 161, at Page 25 of the Public Records of Miami-Dade County, Florida.

All of the above described land situated, being and lying in Miami-Dade County, Florida, and containing 2,632,034 Square Feet and/or 60.39 Acres more or less.

COCOPLUM DISTRICT

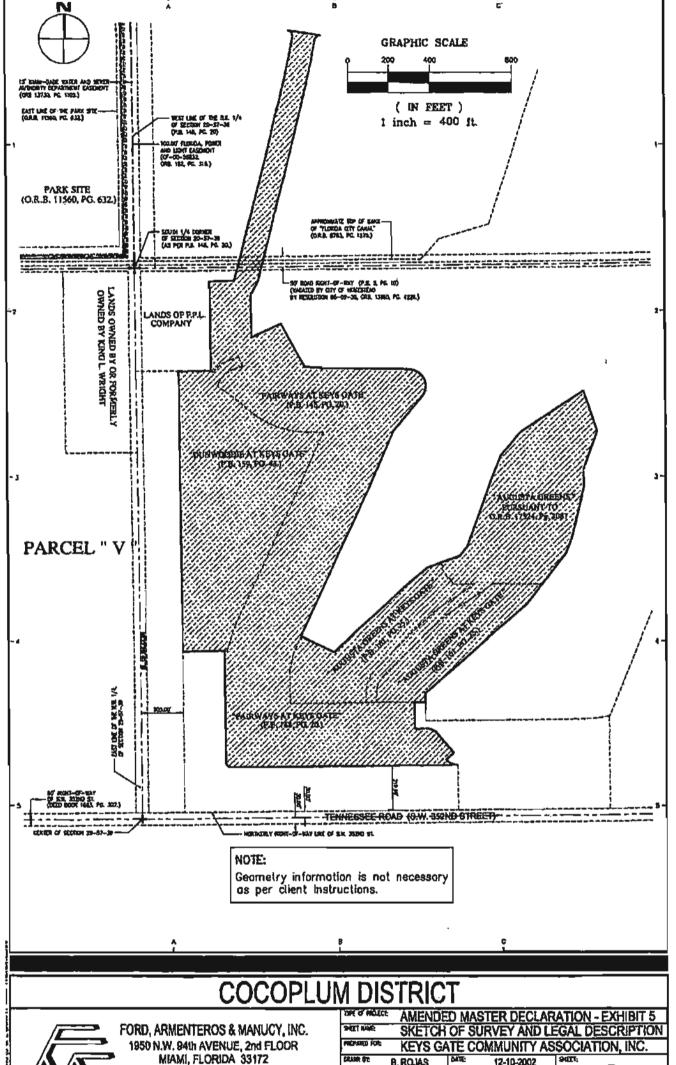
DECORDE 61:



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

THE OF PHOLECE	<u>AMENDI</u>	<u>ED MAS'</u>	TER DECLAR	<u> PATION - EXHIBIT 5</u>	
SELT NAME	SKETCH	OF SUI	RVEY AND L	EGAL DESCRIPTION	
PREPARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.				
(MAIN SE	Sette				
ORC OFFEE IN		SCALE	4° ~ 400°	1 <i>')</i>	

SCALC 1" = 400" PROJECT No. 98NO41-5860





5
ON
ŒS

"Cocoplum Shared District Common Area"

- Cocoplum Shared District Common Areas Fairways at Keys Gate
- Cocoplum Shared District Common Areas Augusta Greens
- Cocoplum Shared District Common Areas Dunwoodie at Keys Gate
- Cocoplum Shared District Common Areas Lift Station

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on recorded value of S00'29'41"E along the Most Southwesterly Boundary Line of OF "FAIRWAYS AT KEYS GATE" (P.B. 148, PG. 20).
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing
- 4) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments. If any affecting this property.
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Surveyor's Centificate:

We Hereby Certify to the best of our knowledge and beilef that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

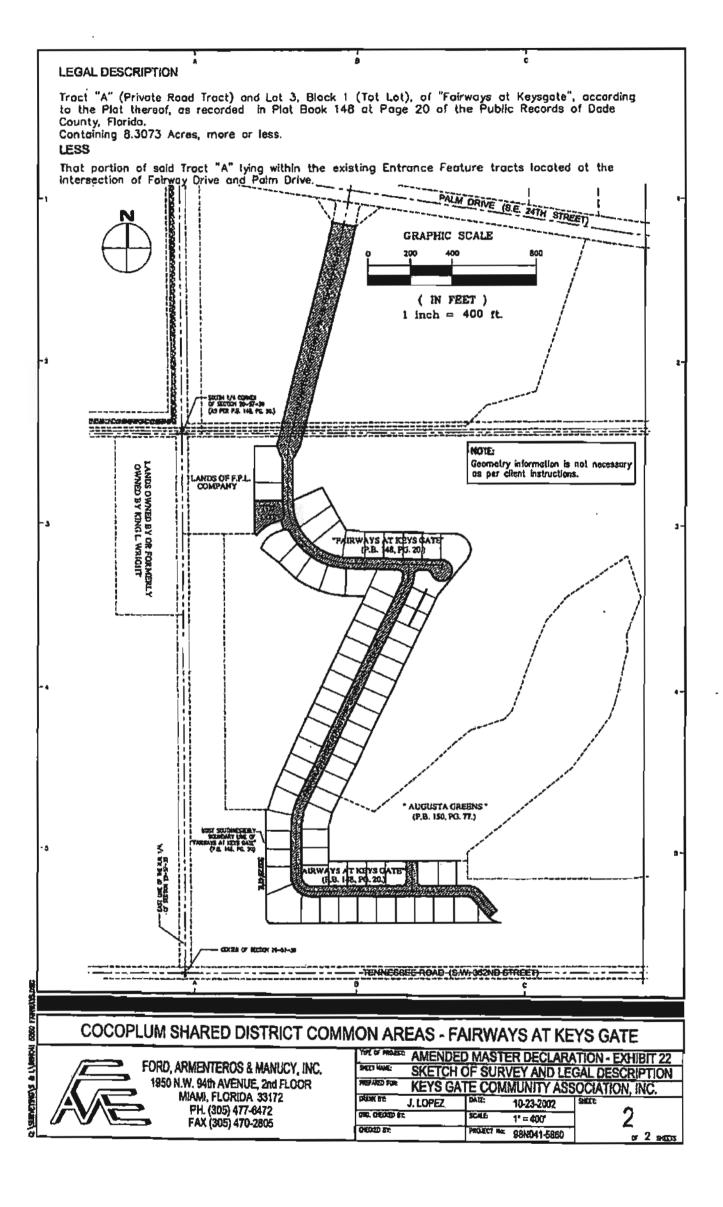
COCOPLUM SHARED DISTRICT COMMON AREAS - FAIRWAYS AT KEYS GATE

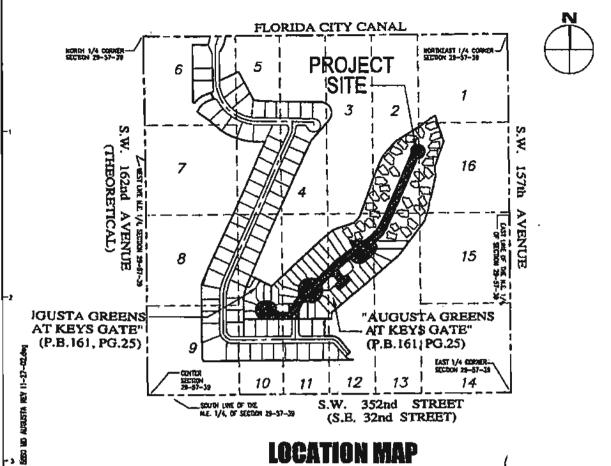


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

	ED MASTER DECLARA				
	ION MAP & SURVEYOR				
	MEDIAN KEYS GATE COMMUNITY ASSOCIATION, INC.				
CRAME TO J. LOPEZ	DATE: 10-23-2002	901:			
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GEOTO &	PROJECT NE 98N041-5860	or 2 seems			

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SECTION 29, TOWNSHIP 57 SOUTH, RANGE 39 EAST **NOT TO SCALE**

SURVEYOR'S NOTES:

HAMES (ACCUSTA) 999001

(THE NEES Fragments & Severals (Sever) (Sadd & Lagal (1990) 1990 S. A. L. Hosler

- This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on an assumed value of N89"26"43"E along the South Line of the Northeast 1/4 of Section 29-57-39.
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SURVEYOR'S CERTIFICATE

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Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002

Revision Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003

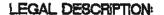
Revision Date: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

COCOPLUM SHARED DISTRICT COMMON AREAS - AUGUSTA GREENS



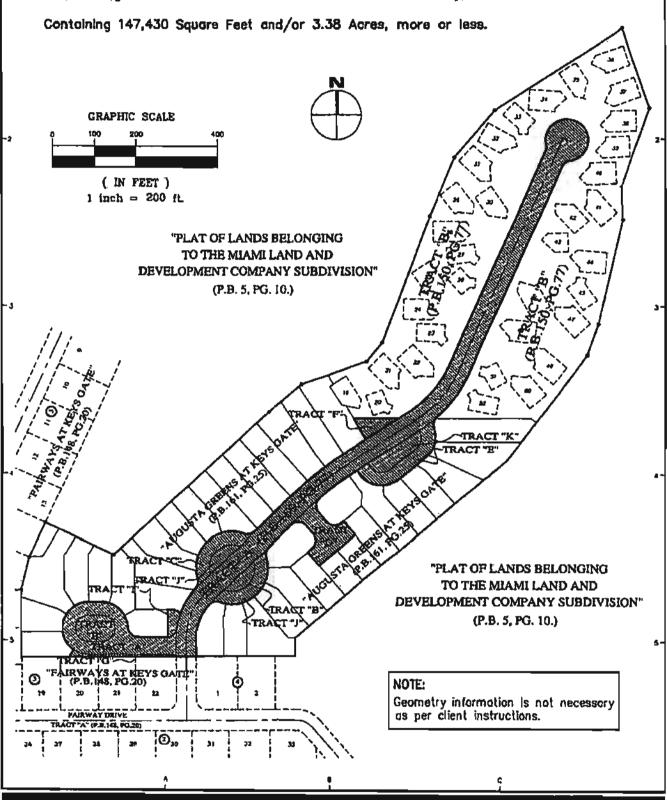
_					O. 122110
•	LOSE OR MASTROL	<u>AMENDEĎ</u>	MASTE	R DECLARA	TION - EXHIBIT 22
	SPEEL SWIE:			SURVEYOR	
	PROPAGED FOR	KEYS GAT	E COM	NUNITY ASS	OCIATION, INC.
	DRAM IN	J. LOPEZ	DATE	10-23-2002	960
	OR OFFICE ST		SCALE	AS SKOWN	1 1
1	06000 (tr)		PROJECT NE	RRNM41,SRSD	1 `_ 2



Tract "A" (Road Tract) of "AUGUSTA GREENS", according to the Plat thereof as recorded in Plat Book 150, at Page 77 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH"

Tracts "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", and "K" of "AUGUSTA GREENS AT KEYS GATE", according to the Plat thereof as recorded in Plat Book 161, at Page 25 of the Public Records of Miami—Dade County, Florida.



COCOPLUM SHARED DISTRICT COMMON AREAS - AUGUSTA GREENS



JOE OF MICHE	* AMENDE	D MASTE	R DECLARA	TION - EXHIBIT 22
SEET MADE	SKETCH	OF SURV	EY AND LE	GAL DESCRIPTION
PREPARED FOR:	KEYS GA	TE COM	JUNITY ASS	OCIATION, INC.
COLUMN STR	J. LOPEZ	OATE	10-23-2002	94It:
CHC DECOUD IN	<u> </u>	204E	1" = 200"	1 2
GEOOD &F.		PRIMET He	98N041-5660	

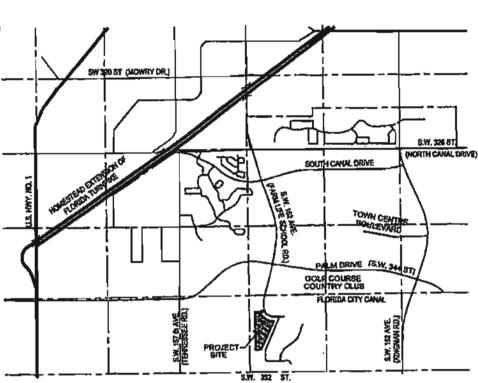


Rood REV 11-27-42-4x

SECO NO DURROUGH

FARENCENTOCKYSTOCK

CONFINEDY Exploreting & Serenjety (Serenjetation & Legal (1990) 1 5800 S & L Marker



LOCATION MAP

SCALE 1" = 3000'

SURVEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on an assumed value of N00"29"41"W along the East Line of at N.W. 1/4 of Section 29-57-39.
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor
- and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or porties.

 4) —There may be additional Restrictions not shown on this Sketch & Legol that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any offecting this property.
- 5) —The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

Surveyor's Certificate:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Monucy, Inc.

Date: OCTOBER 24, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper

State of Florida, LS No.5676

COCOPLUM SHARED DISTRICT COMMON AREAS - DUNWOODIE AT KEYS GATE

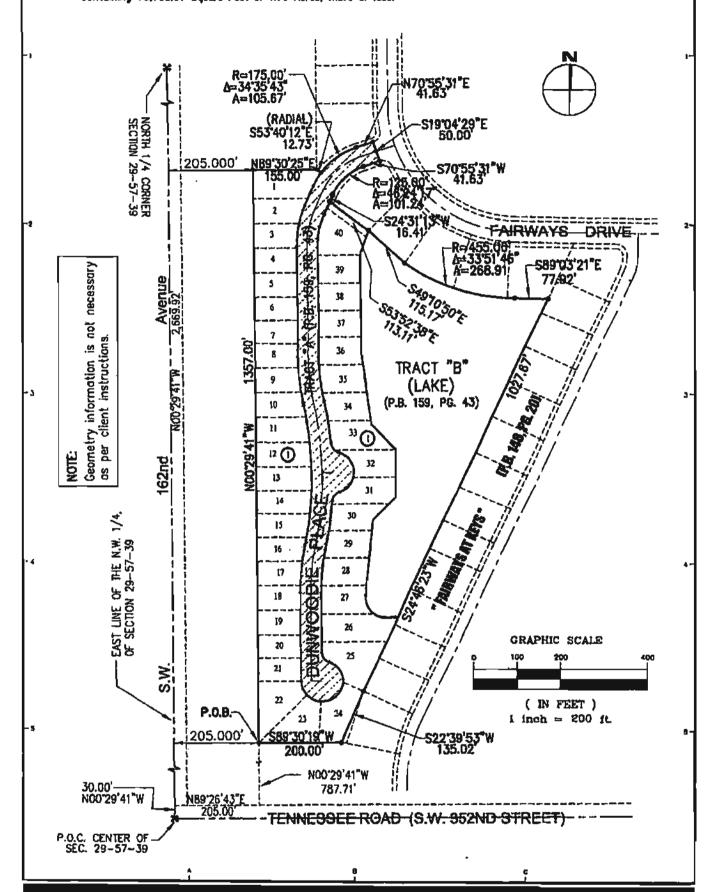


•	TOTAL OF PROJECT	AMENDEL	MASTE	R DECLARA	TION - EXHIBIT 22	
	SPET KAR				CATION MAP	
	KEYS GATE COMMUNITY ASSOCIATION, INC.					
	DEMM IN	E.REYES	DATE	10-25-2002	Sette	
	CHOL CHESTED ST	•	SCALE	1" = 3000"	1 1	
	OCCUPIE EN		PROJECT No.	988041-5680	A 2 mm	

LEGAL DESCRIPTION:

Tract "A" of "DUNWOODE AT KEYS GATE", according to the Plat thereof as recorded in Plat Book 159 at Page 43 of the Public Records of Miami-Dade County, Florida.

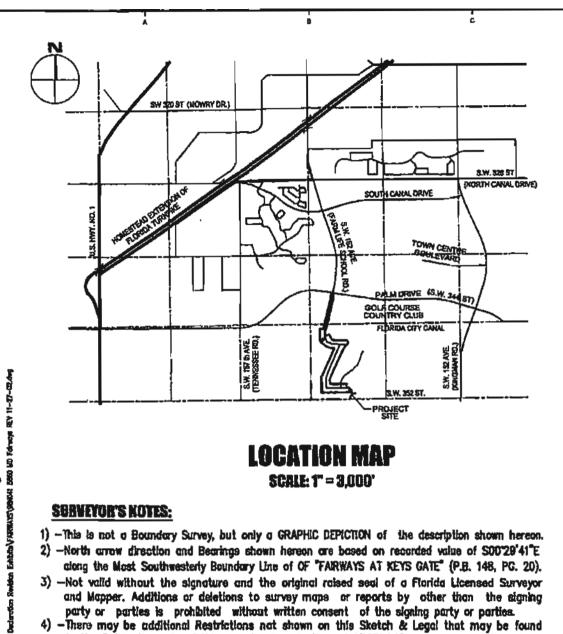
Containing 76,708,67 Square Feet or 1.76 Acres, more or less.



COCOPLUM SHARED DISTRICT COMMON AREAS - DUNWOODIE AT KEYS GATE



TIPE OF PRIOLES	* AMENDE	D MASTE	R DECLARA	TION - EXHIBIT 22
24001 (0405)	LEGAL DI	ESCRIPT	ION & SKET	CH OF SURVEY
PREPARED FOR	KEYS GA	TE COM	WUNITY ASS	OCIATION, INC.
ORAMA BIS	EREYES	DATE	10-25-2002	SACET:
bat occurs	म	SCALE	AS SHOWN	1 2
OCOUR St.	_	PROJECT No:	9EN041-5860	or 2 seas



SCALE: 1" = 3.000"

SBRVEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on recorded value of S00'29'41"E along the Most Southwesterly Boundary Line of OF "FARWAYS AT KEYS GATE" (P.B. 148, PG. 20).
- 3) —Not valid without the signature and the original raised seel of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing
- party or parties is prohibited without written consent of the signing party or parties.

 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 5) -- No title research has been performed to determine if there are any conflict existing or crising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003

Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

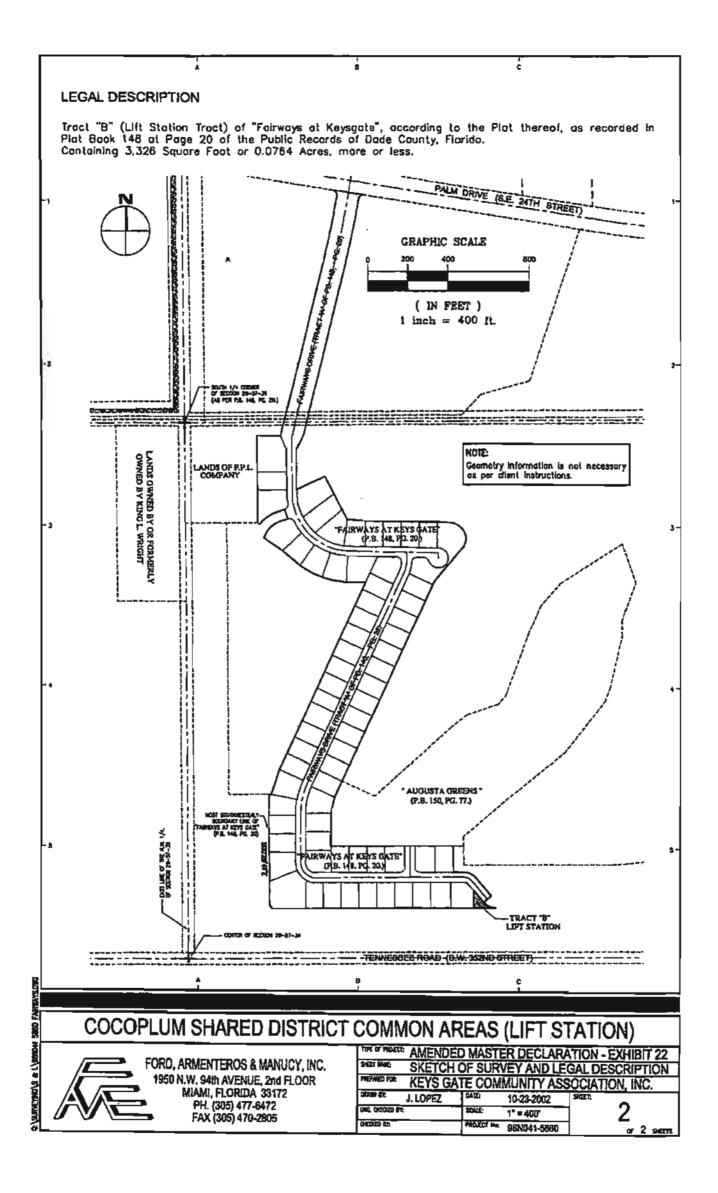
Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

COCOPLUM SHARED DISTRICT COMMON AREAS (LIFT STATION)



2 VOID CORPHIES (Expensing & Samphy (Samy) Statch & Legal (2010A) 500 S & L Hoster

THE OF PROPERTY			<u>R DECLARA</u>		
SELT MAE:			SURVEYOR		
PRÉPARED FOR			MUNITY ASS	OCIATION	, INC.
CHANGE ST	J. LUPEZ	CATE;	10-23-2002	2位2年	4
ONC CHOCO ST		200Tr	AS SHOWN	'	1
OCOCO SI:	_	PROJECT No.	98N041-5880	1	# 2 series



"District"

EXHIBIT 24

CURRENT DISTRICTS

DISTRICT NAME	LOCATION OF DISTRICT
COCOPLUM	Exhibit 5
HIBISCUS	Exhibit 13
ROYAL PALM	Exhibit 9
TOWNGATE/ARBOR PARK	Exhibit 37

t:\work\LA'ITERN'ER\Azsociation\Exhibit 24.wpd

"Hibiscus District"

SCALE: 1" = 3.000"

SURVEYOR'S NOTES:

Revision Estátia/Melgiborhoufs/Tomogria & Carlarydiado;

Q YOOD COMPRESTORMENTS & Serving Serve (Select & Logal) SMICKE 5000 S & L Monter

- t) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on recorded value of 500°25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Monucy, Inc.

Date: OCTOBER 23, 2002

Revision Date: JANUARY 10, 2003

Revision Date: MAY 7, 2003

Revision Date: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

HIBISCUS DISTRICT



MALLEN V	MENDED M	ASTER	DECLARA	ATION - EXI	HIBIT 13
	OCATION N				
	EYS GATE	COMMU	INITY ASS	OCIATION	, INC.
	ROJAS DAX	The Table 12	-23-2002	51015	
ONE CHECKED BY	10	_ A	SHOWN] 1	
O(Carb sz:	PRC	AUCT He g	NC41-5860	1	or 3 seems

LEGAL DESCRIPTION:

All of Tract "A", "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, Page 7 of the Public Records of Dade County, Florida.

TOGETHER WITH:

All of Tract "E" and Tract "C", of CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida.

AND:

A portion of Tract "D", of CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7, and a partion of Tracts 3, 4, 5, 6 and 7, Black 3, of PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", in Section 21, Township 57 South, Range 39 East, according to the Plat thereof, as recorded in Plat Book 5, at Page 10, all of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

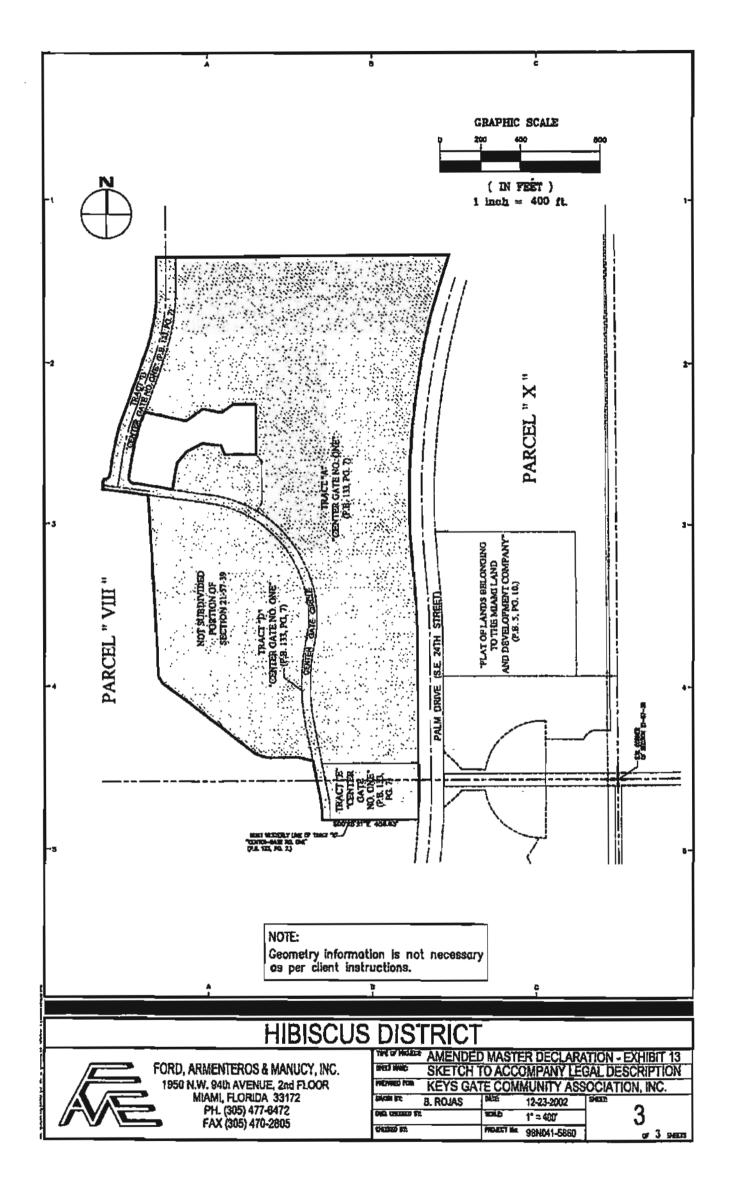
BEGIN at the Northeast Corner of Tract "E", of said Piat of "CENTER GATE NO. ONE"; the next described five (5) courses and distances being along the Southerly, Westerly and Northerly Boundary Lines of said Tract "D", also the next described two (2) courses being along the Northerly Boundary Lines of said Tract "E"; 1) thence S78deg33min44secW for 168.25 feet to a point of curvature of a circular curve to the right, concave to the North; 2) thence Southwesterly and Westerly along the arc of said curve, having for its elements a radius of 500.00 feet, through a central angle of 13deg13min45sec for an arc distance of 115.45 feet to the Most Westerly Southwest Corner of said Tract "D"; 3) thence NOOdeg25min21secW for 42.03 feet to Most Westerly Northwest Corner of said Tract "D", said point also being on the arc of a circular curve to the left, concave to the North, a radial line to said point bears S01deg59min40secW; 4) thence Easterly and Northeasterly along the arc of sold curve, having for its elements a radius of 458.00 feet, through a central angle of 13deg25min56sec for an arc distance of 107.37 feet to a point of tangency; 5) thence N78deg33min44secE for 188.39 feet; thence N14deg10min34secE for 72.81 feet; thence N00deg51min52secW for 151.92 feet; thence N17deg56min42secE for 61.50 feet; thence N37deg14min03secE for 561.03 feet; thence N7deg56min42secE for 61.50 feet; thence N37deg14min03secE for 561.03 feet; thence S07deg53min52secW for 150.34 feet; thence S07deg53min32secW for 64.66 feet; 2) thence S11deg42min22secW for 150.34 feet; 3) thence S07deg53min32secW for 143.38 feet to a point of curvature of a circular curve, thence Southwesterly and Westerly along the arc of said curve, having for its elements a radius of 606.39 feet, through a central angle of 94deg10min51sec for an arc distance of 996.76 feet to a point of reverses curvature of a circular curve, having for its elements a radius of 606.39 feet, through a central angle of 94deg10min51sec for an arc distance of 975.00 feet; through a central a

All of the above described land situated, being and lying in City of Homestead, Miami—Dade County, Florida, and containing 1,073,822.85 Square Feet and/or 24.65 Acres more or less.

HIBISCUS DISTRICT

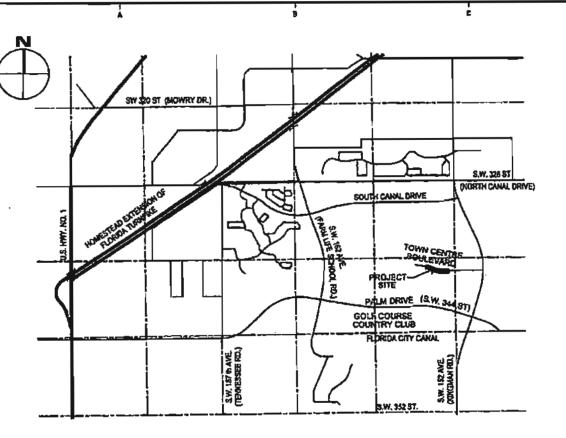


						
		MASTER DECLARA	TION - EXHIBIT 13			
		SCRIPTION				
	KEYS GATE COMMUNITY ASSOCIATION, INC.					
ı	B. ROJAS	12-23-2002	SEED			
	III ORDES IT	AS SHOWN	2			
	GEORGIA No.	PRINCET MK 98N041-5860	or 3 seas			



"Hibiscus Shared District Common Areas"

Rockon Barria (Contro Carte Verican-5000 Contro Care nadre plat datots a-o no 12-20-02.604 D.VIDD COMPARES/Esphents & Semples/Semp/Sento & Lape/9881041 1900 S & L. Hester Dedonaliza



LOCATION MAP

SCALE 1" = 3,000"

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on recorded value of S00'25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions ar deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 5) —The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5876

HIBISCUS SHARED DISTRICT COMMON AREAS

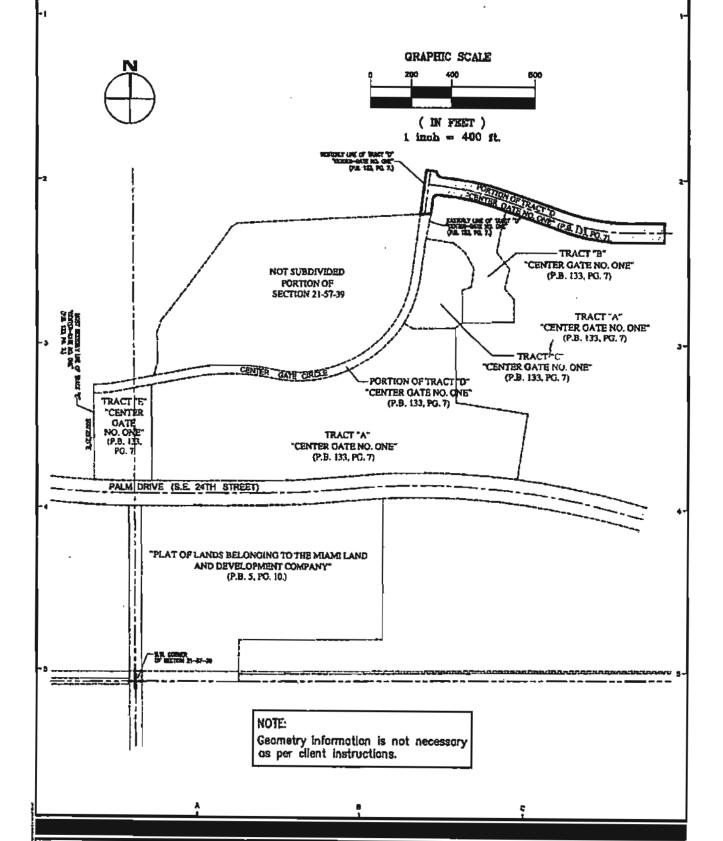


			<u>ER DECLARA</u>		
SECT MAR.	LOCATIO	N MAP 8	SURVEYOR	'S NOTES	
PROFESS FOR	KEYS GA	TE COM	MUNITY ASS	OCIATION	, INC.
MAKING ILS	B. ROJAS	CATE	10-24-2002	See:	4
HE DEDEN S	1	\$3/06	AS SHOWN] '	1
CHEMES IN		PROJECT NX	98N041-5550]	or 2 serre



That Northerly portion of Tract "D", lying Northerly of the Easterly projection of the most Northerly line of "TOWNGATE NORTH", according to the Plat thereof, as recorded in Plat Book **, at Page ** (**Denotes Approved T-Plat # T-21840) of the Public Records of Dade County, Florida.

Containing 2.83 Acres, more or less.



HIBISCUS SHARED DISTRICT COMMON AREAS



			<i>></i> (
THE OF MORE	* AMENDE	MASTE	R DECLAR	ATION - EXHIBIT 29	
REST MAR	SKETCH (of Surv	EY AND LE	GAL DESCRIPTION	•
PROPERTY FOR	KEYS GAT		MUNITY ASS	SOCIATION, INC.	
(Although	B. ROJAS	DATE	10-24-2002	3623	
DAY CHESTED &	£.	STRE	1" = 400"	1 2	
OCCUPATE OF STREET		PROJECT Nex	RRN041-5880	1 – 2	

"Master Common Areas"

- Master Common Areas Park/Amenity Area
- Master Common Areas Tennis Center
- Dunwoodie Master Common Area
- Northgate Master Common Areas
- Eastlake Master Common Areas
- Fairways Master Common Area (Lake)
- Fairways Master Common Area (Entrance Feature)
- Towngate/Arbor Park Master Common Areas
- Towngate Master Common Area (Road & Entrance Feature)
- Keys Landing Master Common Areas
- Centergate Master Common Area Lake Area

SCALE: 1" = 3,000'

SURVEYOR'S NOTES:

5

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Course Months

Armens & Colf

9960 5 & L. Mostar

Q.VIDD COMPRESS/Cophening & Semples/Servey/South & Legal/Serosi

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on recorded value of SDC'25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
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SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florido Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002

Revision Date: JANUARY 10, 2003

Revision Date: MAY 7, 2003

. Revision Date: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

MASTER COMMON AREAS - PARK/AMENITY AREA



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

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Ì	THE OF HALLS					TER DEC			
	SERT MANE.		LO	DITAC	IAM NO	& SURVE	YO	R'S NOTE	S
ı	MUNIO FOR		ΚE	/S G/	ATE CO	TINUMME	/ AS	SOCIATIO	N, INC.
	MACHINE BY	Б	PO I	10	DATE:	40.24.2003	,	9623	

B, ROJAS TAR AS SHOWN 883041-5860

LEGAL DESCRIPTION:

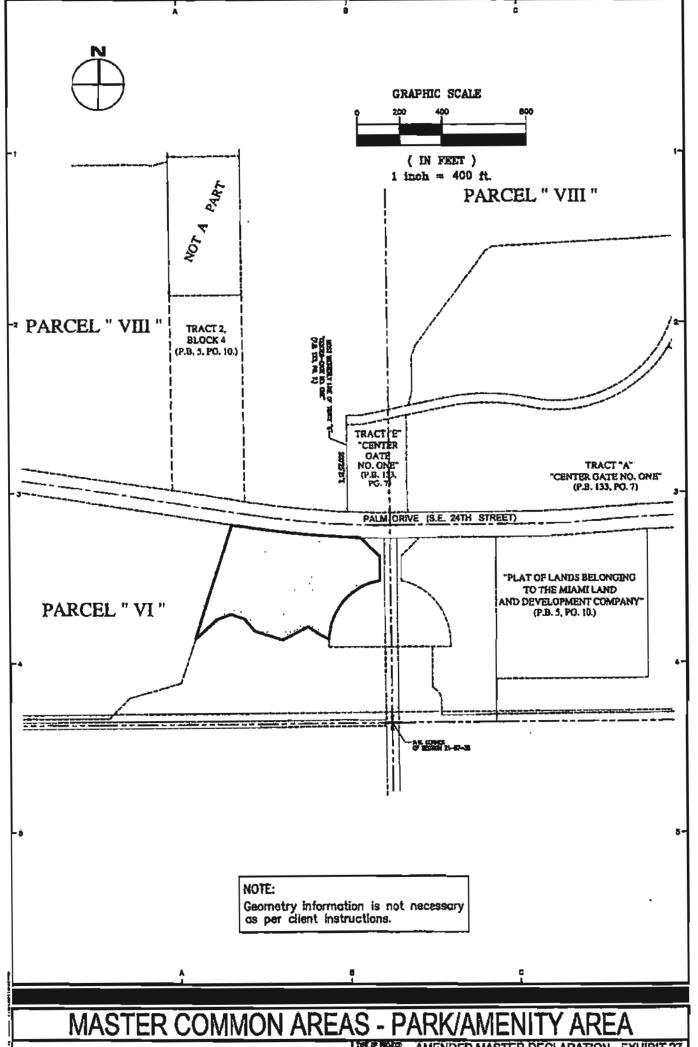
A parcel of land being a portion of Block 4, Section 20, Township 57 South, Range 39 East, "PLAT OF LANDS BELONGING TO THE MIAMI LAND & DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5, Page 10 of the Public Records of Dade County, Florida, being more particularly described by "metes and bounds" as follows:

Commence at the Southeast corner of said section 20; thence NOO'25'21"W along the East line of said section 20 for 780.32 feet; thence S89'34'39"W for 50.50 feet to a point of intersection with a line being 50.50 feet Westerly of as measured at right ongles and parallel with said east line of Section 20, said point of intersection also being the POINT OF BEGINNING of the hereinafter described parcel; thence S00'25'21"E along said parallel line for 115.31 feet to a point of nontangential intersection with the orc of a circular curve concave to the Southeast, Bearing N09'19'08"W from the center of said curve; thence Southwesterly along the arc of said curve having a radius of 286.81 feet and a central angle of 78'03'17" for 390.72 feet to a point of nontangential intersection bearing N87'22'25"W from the center of said curve; thence N63'25'38"W for 43.90 feet; thence N56'45'30"W for 70.12 feet; thence S63'12'00"W for 133.45 feet; thence N72'07'41"W for 134.49 feet; thence N40'09'18"W for 73.65 feet; thence N71'21'35"W for 66.65 feet; thence S70'33'48"W for 73.21 feet; thence S47' 39'49"W for 136.46 feet; thence N18'03'12"E for 563.69 feet to an intersection with the Southerly Right—of—Way line of "Palm Drive" as recorded in Official Records Book 13410 at Page 154-157 of the Public Records of Dade County, Florida; thence along said Southerly Right—of—Way line for the following two (2) courses: (1) S81'00'43"E for 106.19 feet to a point of curvature of a circular curve concave to the Northeast; (2) Easterly along the arc of said curve having a radius of 3881.88 feet and a central angle of 07'22'02" for 499.14 feet to a point of nontangential intersection bearing S01' 37'15"W from the center of said curve; thence S45'00'00"E for 125.25 feet to the POINT OF BEGINNING. Said parcel containing 7.03 Acres, more or less.

MASTER COMMON AREAS - PARK/AMENITY AREA



				_
THE OF PARTIES	AMENDE	D MAST	TER DECLAR	ATION - EXHIBIT 27
SEET WALL	SKETCH	OF SUF	RVEY AND LE	GAL DESCRIPTION
ARTHOUGH ROX	KEYS G/	TE CON	MUNITY AS	SOCIATION, INC.
CHONAIN INTO	B. ROJAS	DATE	10-24-2002	SKEP
PAGE CHESTED BY		SCALE	1" = 400"	2
\$5000 St.		PROJECT No.	98N041-5860	or 3 season





FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

AND DE MONTHS				ATION - EXHIBIT 27
SHEET HONE:	SKETCH	OF SUR	VEY AND LE	GAL DESCRIPTION
PROPRIED POR:	KEYS GA	TE COM	MUNITY AS	SOCIATION, INC.
PROM J.F.	B. ROJAS	DATE	10-24-2002	\$MIX

PROC OFFICIAL PROCESS NO. 1° = 400° PROCESS NO. 98N041-5860

or 3 secure

LOCATION MAP

SCALE: 1" = 3.000'

SURVEYOR'S NOTES:

Course des

Common Arros & Col

Course\Wester

Avens & Col

Enthits\Master Common

Revision

Declaration

@YOOD COLD AMES (Engineering & Sommying (Sommy (Sector & Linga) 1880s; 5060 S & L. Woster

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on recorded value of \$00°25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, II any affecting this property.
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SURVEYOR'S CERTIFICATE

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002

Revision Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003

Revision Date: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

MASTER COMMON AREAS - TENNIS CENTER



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

THE O' MAKE	AMENDE	D MASTE	R DECLAR	ATION - EXHIBIT 27
SAÇEL KANG	LOCATIO	ON MAP &	SURVEYO	R'S NOTES
PREPARED FOR	KEYS GA	TE COM	MUNITY AS	SOCIATION, INC.
Suprime Mile	B. ROJAS	CATE: 1	0-24-2002	SMEET:

DEL CHECKER IN SCALE-AS SHOWN PROJECT No. 98N041-5860

or 3 SM2T

LEGAL DESCRIPTION:

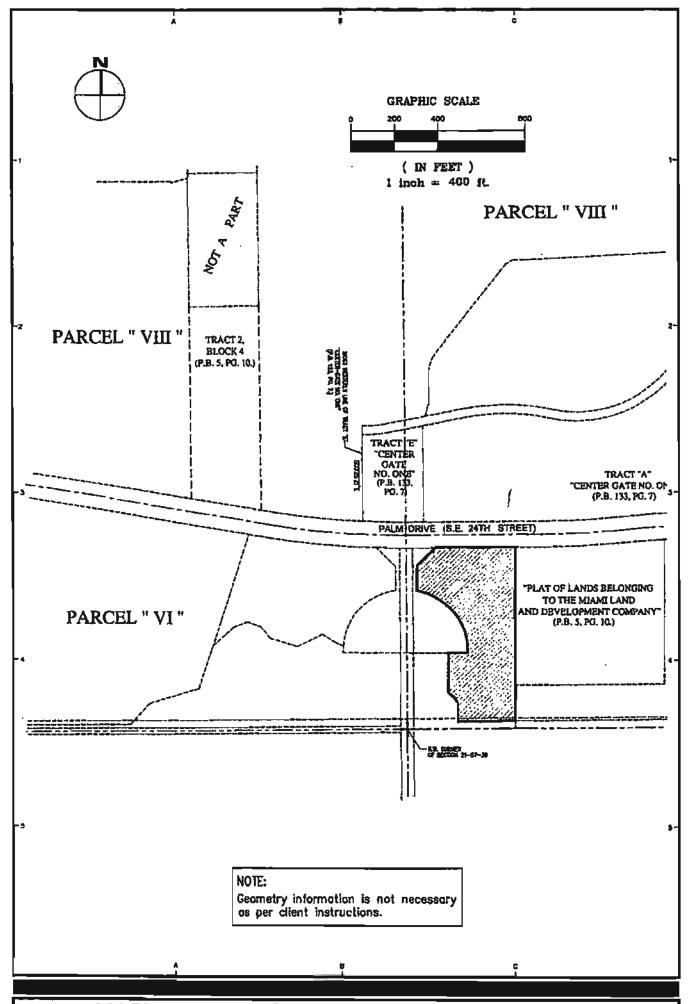
A parcel of land being a portion of Block 3, Section 21, Township 57 South, Range 39 East, of the "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5 at Page 10 of the Public Records of Dade County, Florida, being more particularly described by "metes and bounds" as follows:

Commence at the Southwest corner of said Section 21; thence N00 "25'21"W along the West line of said Section 21 for 31.00 feet, more or less, to an intersection with the Northerly Right—of—Way line of the Florida city Canal, as described in Official Records Book 8763, at Page 1272 of the Public records of Dade County, Florida, said Northerly Right—of—Way line being the top of bank of the Florida City Canal as located by field survey on March 24, 1989; thence meander along the following reference course N89 "01'34"E for 233.64 feet to a point on said Northerly Right—of—Way line (Top of Bank), being the POINT OF BEGINNING of the hereinafter described parcel; thence N00 '12'15"E for 67.64 feet, more or less, to a point of curvature of a circular curve concave to the Southwest; thence Northeasterly along the arc of said curve having a radius of 67.00 feet and a central angle of 54 '15'21" for 63.45 feet to a point of tangency; thence N54'03'06"W for 18.79 feet; thence N00 '00'00"E for 190.94 feet; thence N90' 00'00"E for 88.20 feet; thence N02 '29'26"W for 35.04 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said curve having a radius of 286.65 feet and a central angle of 76 '31'54" for 382.88 feet to a point of nontangential intersection with a line being 50.50 feet Easterly of, as measured at right angles and parallel with the West line of said section 21, said intersection bearing N10'58'30"E from the center of said curve; thence N00 '25'21"W along said parallel line for 117.70 feet; thence N45 '00'00"E for 123.55 feet to an intersection with the Southerly Right—of—Way line of "Polm Drive", as recorded in Official Records Book 13410 at Page 154—157 of the Public Records of Dade County, Florida; thence N89'34'39"E along said Southerly Right—of—Way line for 364.79 feet; thence S00'00'00"E for 831.30 feet to an intersection with said Northerly Right—of—Way line (Top of Bank) of the Florida City Canal; thence meandering along said reference course don

MASTER COMMON AREAS - TENNIS CENTER



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7	THE OF MORES	AMENDE	D MAST	ER DECLAR	ATION - EXHIBIT 27
	SIET NÃE				GAL DESCRIPTION
	HEARD FOR	KEYS G/	ATE CON	MUNITY AS	SOCIATION, INC.
	海瓜酮 教	B. ROJAS	做能	10-24-2002	SKIT:
	ONE DECEMBER &C		SCALE	1" = 400"	2
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MASTER COMMON AREAS - TENNIS CENTER



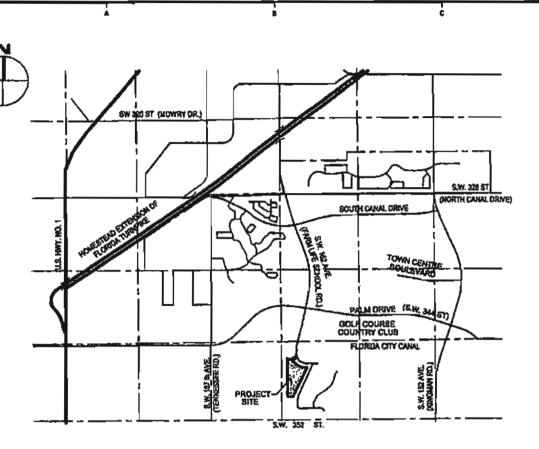
FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

LINE OF MOTEUE	AMENDED MASTER DECLARATION - EXHIBIT 27
ENERT NAME:	SKETCH OF SURVEY AND LEGAL DESCRIPTION
PREPARED POR	KEYS GATE COMMUNITY ASSOCIATION, INC.

от 3 магр

B. ROJAS	•	10-24-2002	ľ
DICK CHECKED EX	SEME	1" = 400"	l
Gipth to	PROJECT NA	98N041-5860	l



LOCATION MAP

SCALE: 1" = 2000"

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on an assumed volue of NOO'29'41"W along the East Line of of N.W. 1/4 of Section 29-57-39.
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 8) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and carrect representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 24, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No.5676

DUNWOODIE MASTER COMMON AREAS

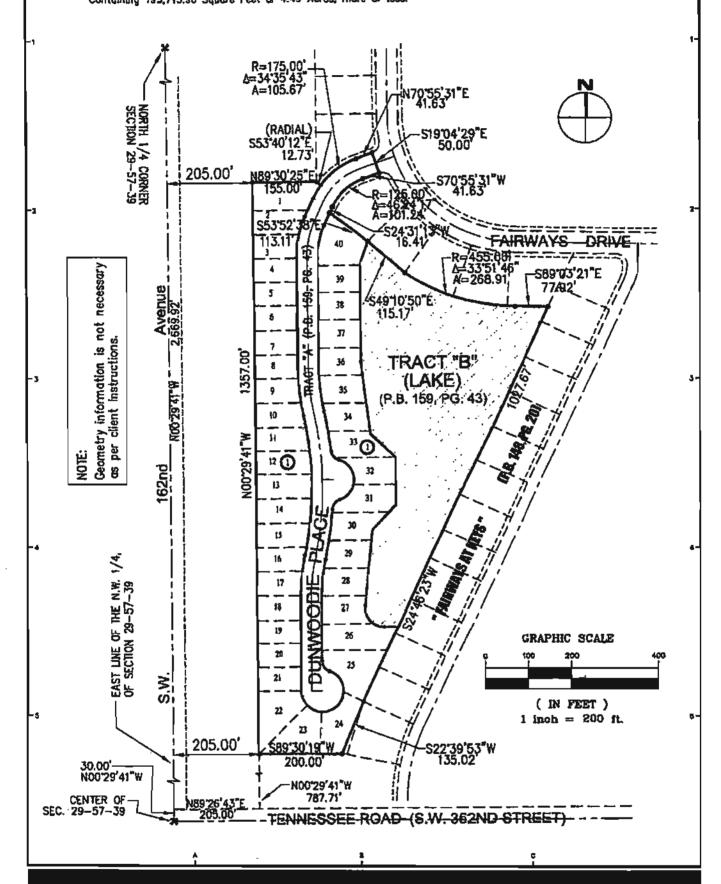


LOC O. HETTER	AMENDE	MASTE	R DECLAR/	ATION - EXHIBIT 27			
SPECT HARE	SURVEYO	DR'S NO	TES AND LO	CATION MAP			
	KEYS GATE COMMUNITY ASSOCIATION						
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अध्यक्ष क		PROJECT No	98N041-5860	or 2 septrs			

LEGAL DESCRIPTION:

Tract "B" of "DUNWOODIE AT KEYS GATE", according to the Plat thereof as recorded in Plat Book 159 at Page 43 of the Public Records of Miami-Dade County, Florida.

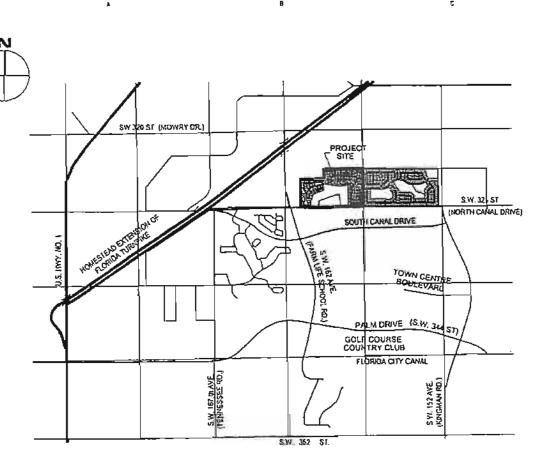
Containing 195,715.80 Square Feet or 4.49 Acres, more or less.



DUNWOODIE MASTER COMMON AREAS



TOTAL OF PROJECTS	AMENDEL) MASTE	R DECLAR	ATION - EXHIBIT 27
SELT NAME	LEGAL DE	SCRIPT	TON & SKET	CH OF SURVEY
PREPARED FOR	KEYS GAT	TE COM!	MUNITY ASS	SOCIATION
OVER It:	C. NE 1 59	DATE	10-26-2002	Sette
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ात्रका हर		PROSE! No.	98N041-5880	7 7 2 2 2 2 2



LOCATION MAP

SCALE: 1" = 3000'

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction shown hereon is based on an assumed meridian along the South Line of Section 16-57-39.
- 3) —Not volid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine It there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and bellet that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in occordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: November 12, 2002 Revision: January 10, 2003 Revision: May 7, 2003

Revision: April 27, 2005 (3rd Amd.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper

rotessional Surveyor and Mappe State of Florida, LS No.5676

NORTHGATE MASTER COMMON AREAS



THE OF PROJECT	AMENDED	MASTE	R DECL	RATION -	EXHIBIT 27
PRET KUNT	SURVEYO	R'S NO	TES AND	LOCATION	MAP
360, 1554 (DK	KEYS GAT	E COM	MUNITY A	ASSOCIATI	ON, INC.
paler sn. Cha	ril I	MT:	11/12/02	ZX[[]:	4

Division Cheril	NATE: 11/12/02	DALL I:
DIC OSO(D 61:	SCAUS: N/A	
CECID DI.	PROJECT NEW 98N041-5860	

Tracts "D-1", "P-1", "Q-1", "R-1", of "KEYS GATE NO. ONE", according to the Plat thereof; as recorded in Plot Book 133 at Page 3 of the Public Records of Miami-Dade County, Florida.
(SEE PAGE 3 OF 4)

TOGETHER WITH:

Tracts "A-2" and "B-2" of "KEYS GATE NO. TWO", according to the Piot thereof, as recorded in Plat Book 133 at Page 12 of the Public Recards of Miami-Dade County, Florida.

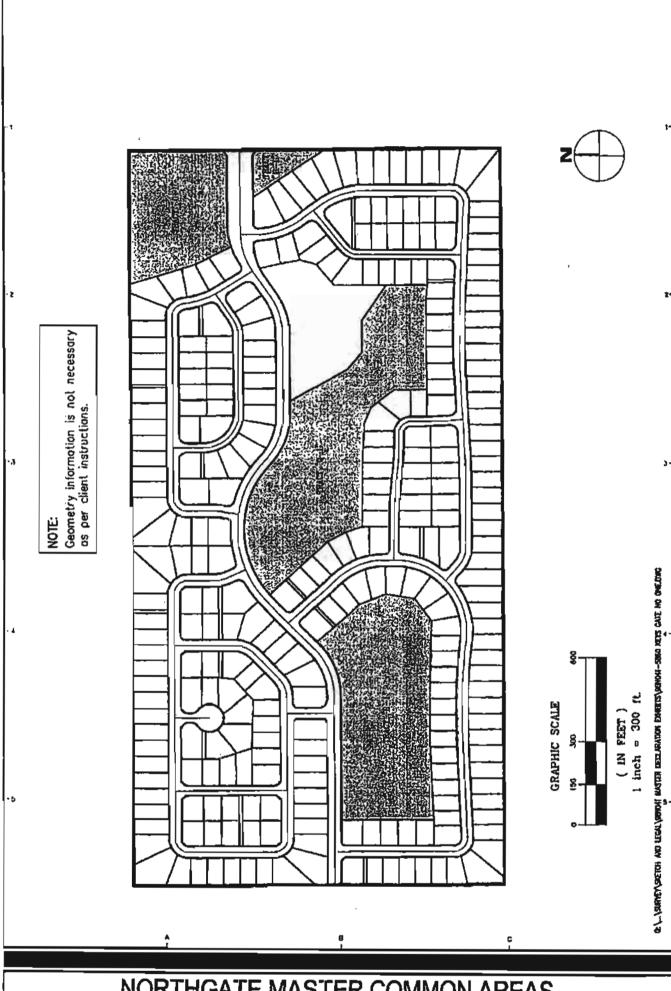
(SEE PAGE 4 OF 4)

C. NATHEN SETCH AND LEGAL NATURE DECLARATION CHROTES (METHOD SETCH NEWS CASE NO CHECKEN

NORTHGATE MASTER COMMON AREAS



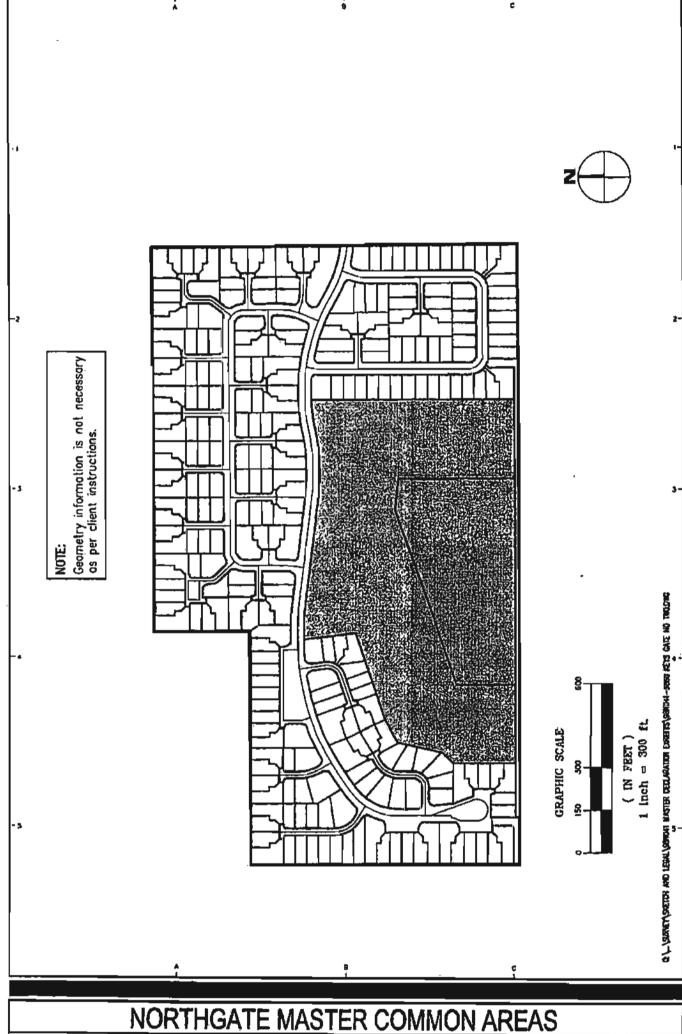
AMENDEL	MASTER DECLARA	HIUN - EXPIBIT 21
	R'S NOTES AND LO	
METER REYS GAT	TE COMMUNITY ASS	OCIATION, INC.
Chean	OATE: 11/12/02	SKECF
BWG CHECKED BY:	SCALE: N/A	2
0-€00TD &#:</th><th>PROJECT ## 98N041-5860</th><th>or 4 SHEETS</th></tr></tbody></table>		



NORTHGATE MASTER COMMON AREAS



			NTION - EXHIBIT 27
SKETCH '	TO ACCO	MPANY LE	GAL DESCRIPTION
		MUNITY ASS	OCIATION, INC.
District Charif	WIE.	11/12/02	Setts:
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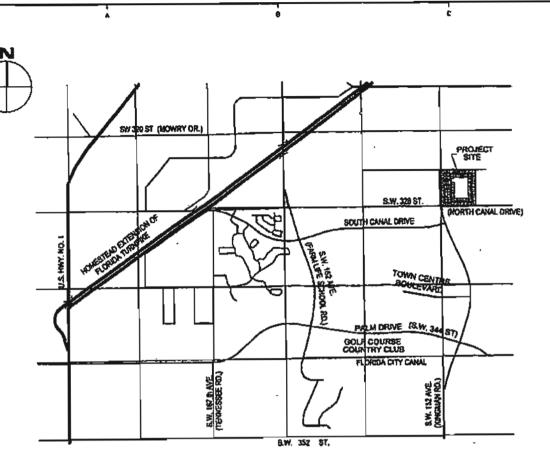


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLCOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

	AMENDED MASTER DECLARATION - EXHIBIT 27
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIDWELL SOR	KEYS GATE COMMUNITY ASSOCIATION, INC.

DARWARE Cherif DATE 11/12/02 SCALE. 1"~300" DECISIO BI: PROJECT No. \$8N041-5880

4



LOCATION MAP

SCALE: 1" = 3000"

SUBVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction shown hereon is based on an assumed meridian along the South Line of Section 16-57-39.
- 3) -Not valid without the signature and the ariginal raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by ather than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. Date: November 12, 2002 Revision: January 10, 2003 Revision: Moy 7, 2003

Revision: April 27, 2005 (3rd Amd.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No.5676

EASTLAKE MASTER COMMON AREAS



	<u>D MASTE</u>	<u>R DECLARA</u>	TION - EXHIBIT 27			
SURVEYOR'S NOTES AND LOCATION MAP						
KEYS GATE COMMUNITY ASSOCIATION, INC.						
cause et Cherif	DATE:	11/12/02	SHECT:			
CAC DEVED BY	SCALE	N/A	1			
OCOUR SI:	PROJECT NO	98N041-5860	or 2 9027s			

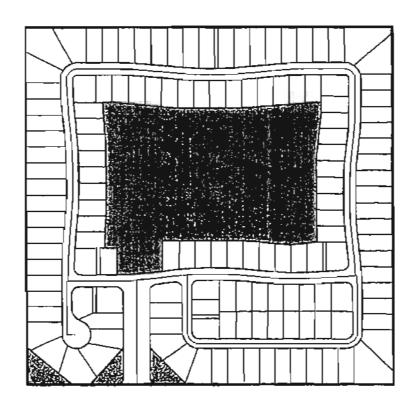
LEGAL DESCRIPTION:

Tracts "F-3", "H-3", "I-3" AND "J-3", of "KEYS GATE NO. THREE", according to the Plat thereof, as recorded in Plat Book 133 at Page 35 of the Public Records of Miami-Dade County, Florida.



NOLE:
Geometry information is not necessory
as per client instructions.

. 3



GRAPHIC SCALE

150 300 600

(IN FEET)

1 inch = 300 ft.

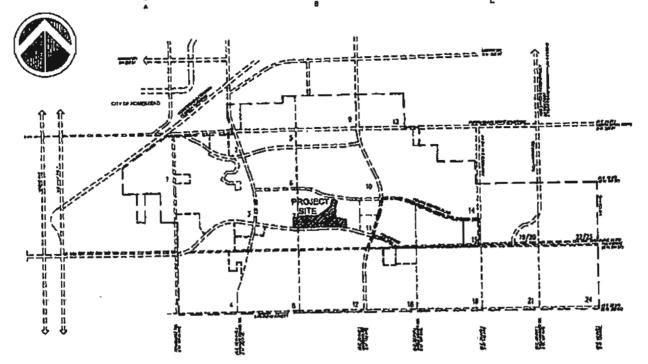
O. L. (SURNET) SYCTICA AND LEGAL (SONOH) MASTER OCCURATION EXHBITS (SONOH-5860 KETS CATE NO THREEDING

EASTLAKE MASTER COMMON AREAS



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	THE OF FROME	AMENDED MASTER DECLARATION - EXHIBIT 27
	SHEET KINE	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
	PROPARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.

146.00	DUCKTION, INC.		
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O-COMD BY;	PROJECT No	98N041-5860	or 2 sheets



LOCATION MAP (NOT TO SCALE)

LEGEND:

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COMPANES/Enginering & Surveying/Samey/Sected & Legal/Sartel

P.O.C. - POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

deg = DEGREE (S)

min = min = nim

Sec = SECOND (S)

Sq. Ft. = Square Feet

SURVEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on an assumed value of: NO0"25"21"W clong the West Line of Tract "A" of "CENTER GATE NO. ONE", Plat Book 133, Page 7 of the Public Records of Miami-Dade County, Florida.
- 3) -Not valid without the signature and the original raised seal of a Florido Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found
- in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements. Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6. Florida Administrative Code.

Code

Ford, Armenteros & Manuoy, Inc. LB# 6557.

Date: October 25, 2002. Revision: January 10, 2003 Revision: May 7, 2003 Revision: April 27, 2005

Edwin J. Fernandez, P.S.M., for the FIRM Professional Surveyor and Mapper Stale of Florida, Registration No. 5676

TOWNGATE MASTER COMMON AREAS - ENTRANCE FEATURE



AMENDED MASTER DECLARATION - EXHIBIT 27						
LOCATION MAP, LEGEND AND NOTES						
FREYS GAT	KEYS GATE COMMUNITY ASSOCIATION					
DRAW SE J.M.	DATE	10/25/02	9621:			
CART DECOSO SA:	SCALE:	AS SHOWN	1			
OCOUP ST:	PROJECT NE	98N041-5860	or 3 seems			

LEGAL DESCRIPTION:

A portion of Tract "A", af "CENTER GATE NO. ONE", according to the Plat thereof, ar recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. Being more particularly described as follows:

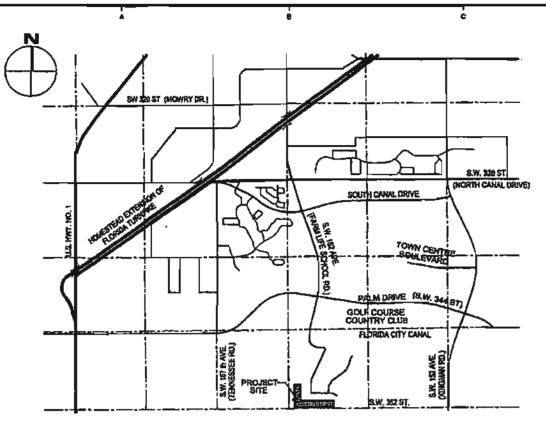
Commence at the Southwest Corner of said Tract "A"; the following two (2) courses being along the south line of said Tract "A" and along the north Right—of—Way line of Palm Drive (S.E. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through157, Dade County, Florida; 1) thence N89deg34min39secE for 541.73 feet to a point of curvature with a circular curve to the left, cancave to the north; 2) thence easterly along the arc of said curve, having for its elements a radius of 4,393.79 feet, through central angle of 03deg56min35sec for an arc distance of 302.38 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence N04deg21min55secW for 37.34 feet; thence N87deg27min05secE for 67.34 feet; thence N82deg27min05secE for 25.15 feet; thence N02deg32min55secW for 73.36 feet; thence N88deg46min55secE for 101.80 feet; thence S01deg13min05secE for 73.69 feet; thence S03deg48min54secE for 28.57 feet to a point on a circular curve to the left, concave to the south, where the radial paint bears S03deg48min54secE; thence westerly along the arc of said curve, having for its elements a radius of 3,653.61 feet, through a central angle of 01deg06min28sec for an arc distance of 70.63 feet to a point of tangency; thence S85deg04min38secW for 125.00 feet to a point of curvature with a circular curve to the right, concave to the north; thence westerly along the arc of said curve, having for its elements a radius of 4,393.79 feet, through central angle of 00deg33min27sec for an arc distance of 42.75 feet to the POINT OF BEGINNING.

All of the above described parcel of land situated, being and lying in the City of Homestead, Miami—Dode County, Florida and containing 17,150.36 Square Feet or 0.39 Acres, more or less.

TOWNGATE MASTER COMMON AREAS - ENTRANCE FEATURE



DEDEN ST.	PROJECT No. 98N041-5860	or 3 secens				
DAT DECKED SU	SOULE: AS SHOWN	2				
DAN BE J.M.	DATE: 10/25/02	Detp				
KEYS GATE COMMUNITY ASSOCIATION						
LEGAL DESCRIPTION						
AMENDED MASTER DECLARATION - EXHIBIT 27						



LOCATION MAP

SEALE 1" = 3,000"

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on recarded value of SGO'29'41"E
 along the Most Southwesterly Boundary Line of OF "FAIRWAYS AT KEYS GATE" (P.B. 148, PG. 20).
- 3) —Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Monucy, Inc.

Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

FAIRWAYS MASTER COMMON AREAS (LAKE)



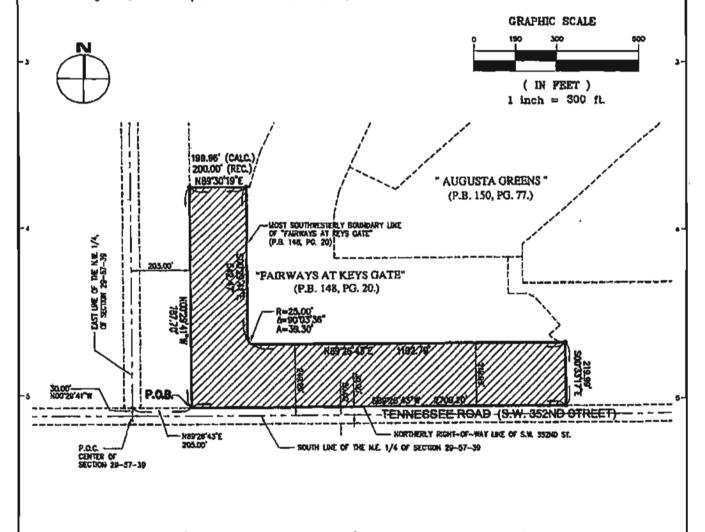
1710 1100	WHENTH	MASIE	K DECLARA	<u> 1110N - EXHIBIT 27</u>
DEET HAVE	LOCATION	MAP &	SURVEYOR	'S NOTES
FIENCES FOR	KEYS GAT	TE COM	WUNITY ASS	OCIATION, INC.
	J. LUTEL	DATE	10-23-2002	SHE!
SANT DECICLO ELE		SHE	AS SHOWN	1
DECEMBER SEC		PROMET NO	98N041-5860	or 2 seems

LEGAL DESCRIPTION

A parcel of land being a portion of Tract 8 through 12, inclusive, in Block 1, Section 29, Township 57 South, Range 39 East, "Plot of lands belonging to the Miami Land and Development Company", according to the plot thereof, as recorded in Plat Book 5 at Page 10 of the Public Records of Dade County, Florida, and being more particularly described by "Metes and Bounds" as follows:

Commence at the center of sold Section 29; thence N00°29'41"W for 30.00 feet to a point on the North right—of—woy line of SW 352nd Street as recorded in Deed Book 1683 at Page 307 of the Public Records of Dade County, Florida; thence N89'26'43"E along said North right—of—way line of SW 352nd Street for 205.00 feet to its intersection with a line parallel with and 205.00 feet East of the East Line of the Northwest 1/4 of said Section 29, said point being the Point of Beginning of the following described parcel; thence N00deg29min41secW along said parallel line for a distance of 787.70 feet; thence N89'30'19"E for 200.00 feet to a point of intersection with the West Boundary line of Fairways at Keys Gate, according to the Plat thereof, as recorded in Plat Book 148 at Page 20 of the Public Records of Dade County, Florida; the following three (3) courses and distances being along the boundaries of said plat of Fairways at Keys Gate; thence S00'29'41"E for 542.47 feet to point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly along the arc of said curve having a radius of 25.00 feet and a central angle of 90'03'36" for an arc distance of 39.30 feet to the point of tangency; thence N89"26'43"E along a line 249.99 feet North and parallel with the South Line of the Northeast 1/4 of said Section 29 for 1102.79 feet; thence S00deg33min17secE for a distance of 219.99 feet to its intersection with said North right—of—way of SW 352nd Street; thence S89"26'35"W along said North right—of—way line of SW 352nd Street for 1328.01 feet to the Point of Beginning.

Containing 405,762.41 Square Feet or 9.315 Acres, more or less.



FAIRWAYS MASTER COMMON AREAS (LAKE)



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	TINE OF PRINCIPLE	WAILINDED						
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	PROVIDE FOR	KEYS GAT	LE COM	NUNI	TY ASS	OCIA	TION, IN	C.
		J. LOPEZ	DATE	10-23-	2002	MALLE		
	hat others as		SCALE	1" = 3()O*		2	
	OCCUPANT SEC		PROJECT No.	98N04	1-5860			2 9470

8.W. 328 ST DIORTH CANAL DRIVE) SOUTH CANAL DRIVE TOWN CENTS PALM DRIVE (S.W. 344 ST) COUNTRY CLUB FLDRIDA CITY CANAL 춖텻 S.W. 152 A) CONCOMANI

LOCATION MAP

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on recorded value of S00'29'41"E along the Most Southwesterly Boundary Line of OF "FAIRWAYS AT KEYS GATE" (P.B. 148, PG. 20).
- Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing
- in the Public Recards of this County, Examination of ABSTRACT OF TITLE will be made to
- 5) —The Sketch and Legal Description shown herein is bosed on the information provided
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

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Ford, Armenteros & Monucy, Inc. Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

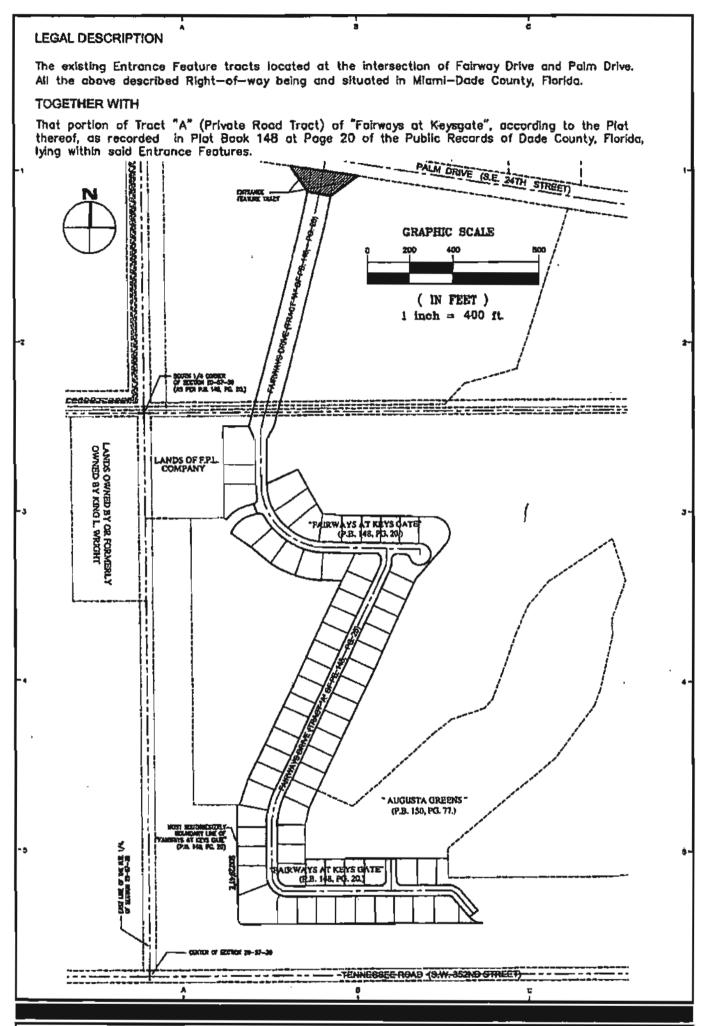
Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florido, LS No. 5676

FAIRWAYS MASTER COMMON AREAS (ENTRANCE FEATURE)



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ı	HAVE OF PROJECTS	AMICHUEL			TION - EXHIBIT 27
ı	DEET MADE:			SURVEYOR	
ı	PREPARED FOR	KEYS GAT	TE COM	MUNITY ASS	OCIATION, INC.
ı	12 CE 12 CE	J. LUPEZ	CARE	10-23-2002	Sex
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FAIRWAYS MASTER COMMON AREAS (ENTRANCE FEATURE)

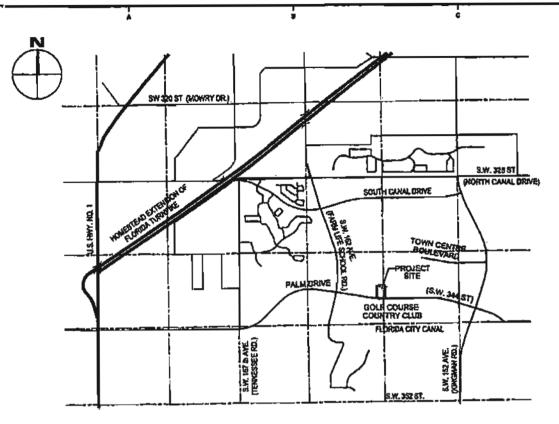


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805

	AMENDED MASTER DECLARATION - EXHIBIT 27
SALL MAD	SKETCH OF SURVEY AND LEGAL DESCRIPTION
PHILIPHIED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.
ARTER DA	AFT.

| DATE: 10-23-2002 | SEALE: 1" = 300" | SEALE: 1" =

2 or 2 sector



LOCATION MAP

SCALE: 1" ≈ 3,000"

SURVEYOR'S NOTES:

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Revision Extends/CONTEST

COMPANIES/Explanates & Samphig/Earny/South & Layd/S00045 5000 S & L. Moder

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- North arrow direction and Bearings shown hereon are based on recorded value of S00°25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) —Not valid without the signature and the original raised seal of a Florido Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

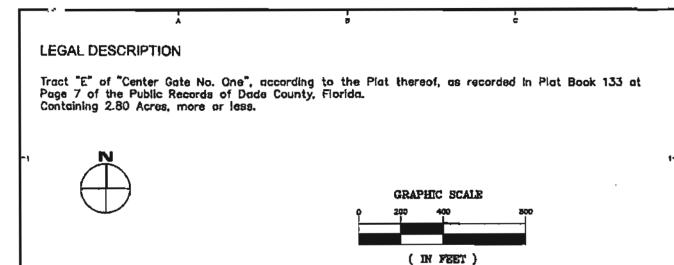
Revision: APRIL 27, 2005 (3RD AMD.)

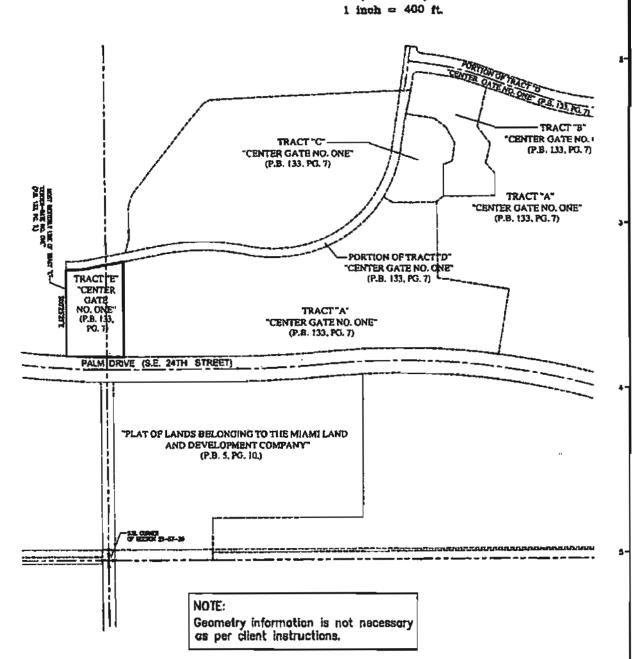
Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mopper State of Florida, LS No. 5676

TOWNGATE/ARBOR PARK MASTER COMMON AREA



			ITION - EXHIBIT 27
	TON MAP &	& SURVEYOR	'S NOTES
MENIED FOR KEYS	GATE COM	MUNITY ASS	OCIATION, INC.
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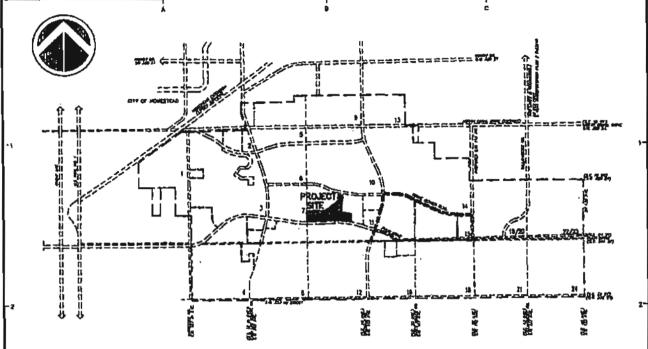




TOWNGATE/ARBOR PARK MASTER COMMON AREA



AMENDED						
SKETCH OF SURVEY AND LEGAL DESCRIPTION						
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LOCATION MAP

(NOT TO SCALE)

LEGEND:

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& Samying \Samey\Sutto & Legal/\$01041 5060 S & L Marker

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

deg = DEGREE (S)

min = MINUTE (S)

Sec = SECOND (S)

Sq. Ft. = Square Feet

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on an assumed value of: NDO'25'21"W along the West Line of Tract "A" of "CENTER GATE NO. ONE", Plot Book 133, Page 7 of the Public Records of Miomi-Dade County, Florida.
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor
- ond Mopper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

 4) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
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SURVEYOR'S CERTIFICATE:

i Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-8, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. LB# 6557.

Date: October 25, 2002. Revision: January 10, 2003 Revision: May 7, 2003

Revision: April 27, 2005 (3rd Amd.)

Edwin J. Fernandez, P.S.M., for the FIRM Professional Surveyor and Mopper State of Florida, Registration No. 5676

TOWNGATE MASTER COMMON AREAS - ROAD & ENTRANCE FEATURE



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

AMENDED MASTER DECLARATION - EXHIBIT 27 LOCATION MAP, LEGEND AND NOTES
KEYS GATE COMMUNITY ASSOCIATION PREMARIO FOR 34EE J.M. 10/25/02 DACK CHECKER ST SPE P AS SHOWN PROJECT No. 98N041-5860 or 3 seems

LEGAL DESCRIPTION:

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the Plat thereof, ar recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. Being more particularly described as follows:

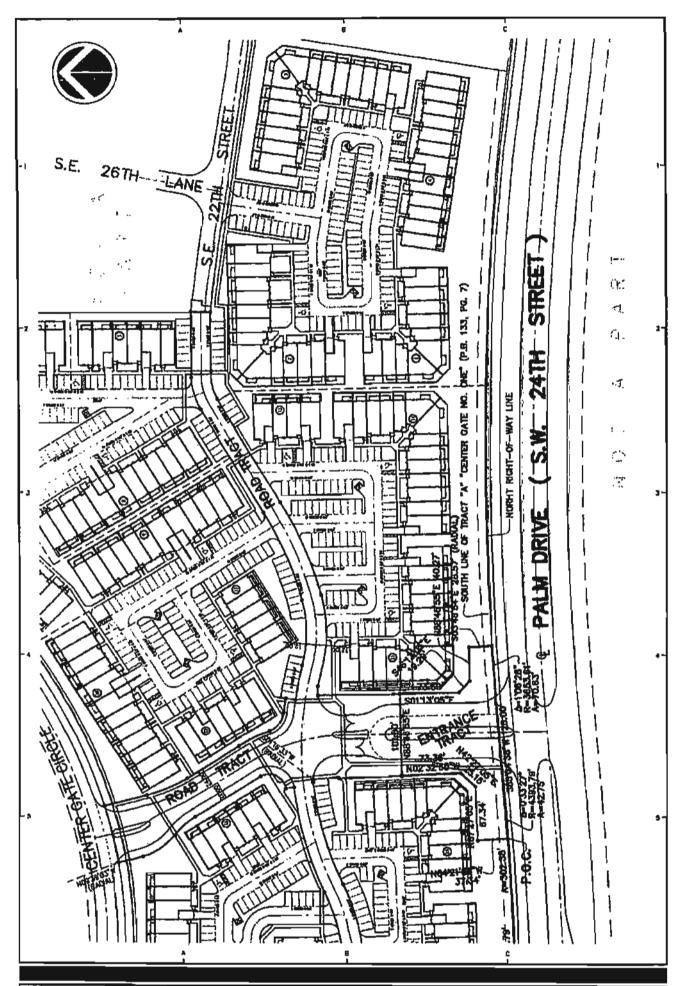
Commence at the Southwest Corner of said Tract "A"; the following two (2) courses being along the south line of said Tract "A" and along the north Right—of—Way line of Paim Drive (S.E. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through157, Dade County, Florida; 1) thence N89deg34min39secE for 541.73 feet to a point of curvature with a circular curve to the left, concave to the north; 2) thence easterly along the arc of said curve, having for its elements a radius of 4,393.79 feet, through central angle of 0.3deg56min35sec for an arc distance of 302.38 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence N04deg21min55secW for 37.34 feet; thence N87deg27min05secE for 67.34 feet; thence N82deg27min05secE for 25.15 feet; thence N02deg32min55secW for 73.36 feet; thence N88deg46min55secE for 101.80 feet; thence S01deg13min05secE for 73.69 feet; thence S46deg13min05secE for 19.29 feet; thence N88deg46min55secE for 40.27 feet; thence S03deg48min54secE for 28.57 feet to a point on a circular curve to the left, concave to the south, where the radial point bears S03deg48min54secE; thence westerly along the arc of said curve, having for its elements a radius of 3,653.61 feet, through a central angle of 01deg06min28sec for on orc distance of 70.63 feet to a point of tangency, thence S85deg04min38secW for 125.00 feet to a point of curvature with a circular curve to the right, concave to the north; thence westerly along the arc of said curve, having for its elements a radius of 4,393.79 feet, through central angle of 00deg33min27sec for an arc distance of 42.75 feet to the POINT OF BEGINNING.

All of the above described parcel of land situated, being and lying in the City of Homestead, Miami—Dade County, Florida and containing 17,150.36 Square Feet or 0.39 Acres, more or less.

<u>TOWNGATE MASTER COMMON AREAS - ROAD & ENTRANCE FEATURE</u>



			TION - EXHIBIT 27				
	LEGAL DESCRIPTION						
	KEYS GATE COMMUNITY ASSOCIATION						
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TOWNGATE MASTER COMMON AREAS - ROAD & ENTRANCE FEATURE



AMENDED MASTER DECLARATION - EXHIBIT 27							
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CHECKED 62:	PROJECT NW 98NO41-5860	or 3 sects					



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COMPACES/Engheotog & Sunsting/Sunsy/States

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LOCATION MAP SECTION 20, TOWNSHIP 57 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
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- North arrow direction and Bearings shown hereon are based on on assumed value of NOOdeg32min32secw, along the the East Line of N.W. 1/4 of Section 20-57-39, Miami-Dade County, Florida.
- 5) —The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: July 14, 2003

Date: April 27, 2005 (3rd Amd.)

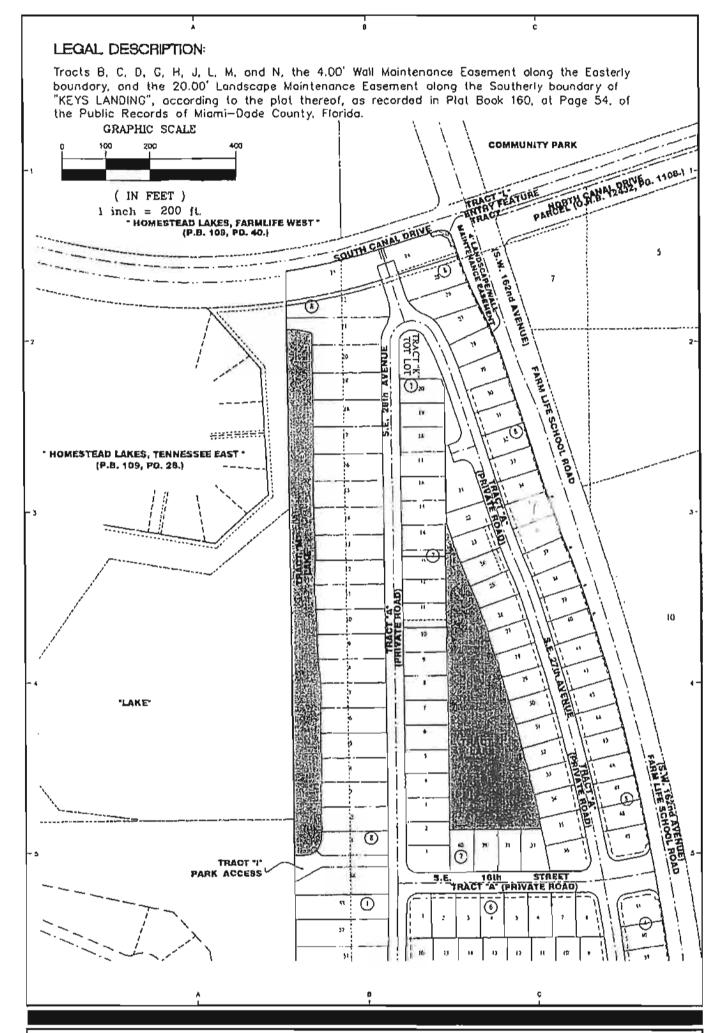
Date:

By: Edwin J. Fernandez, for the firm Professional Surveyor & Mapper State of Florida, LS No. 5676

KEYS LANDING MASTER COMMON AREAS



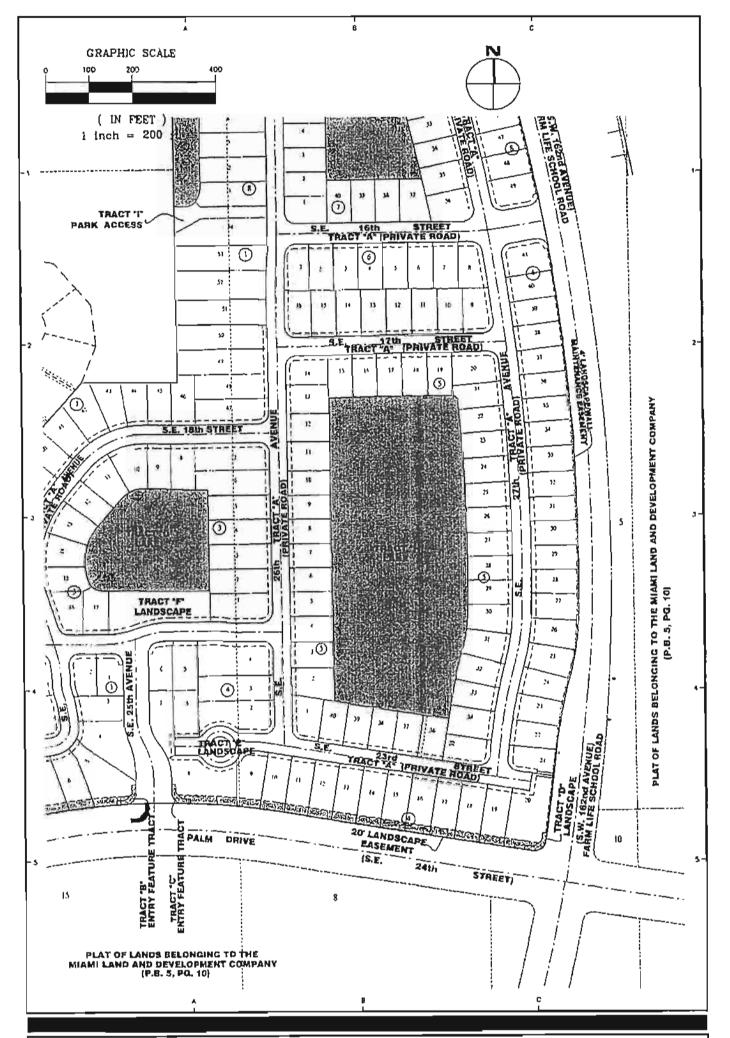
	ED MAS	EK DECLAR	ATION - EXHIBIT 27
	ON MAP	AND SURVE	YOR'S NOTES
KEYS GATE COMMUNITY ASSOCIATION, INC.			
D.R.	DATE.	07/14/03	PET:
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o(DI) in	PROCEST No.	00A232	or 4 pages



KEYS LANDING MASTER COMMON AREAS



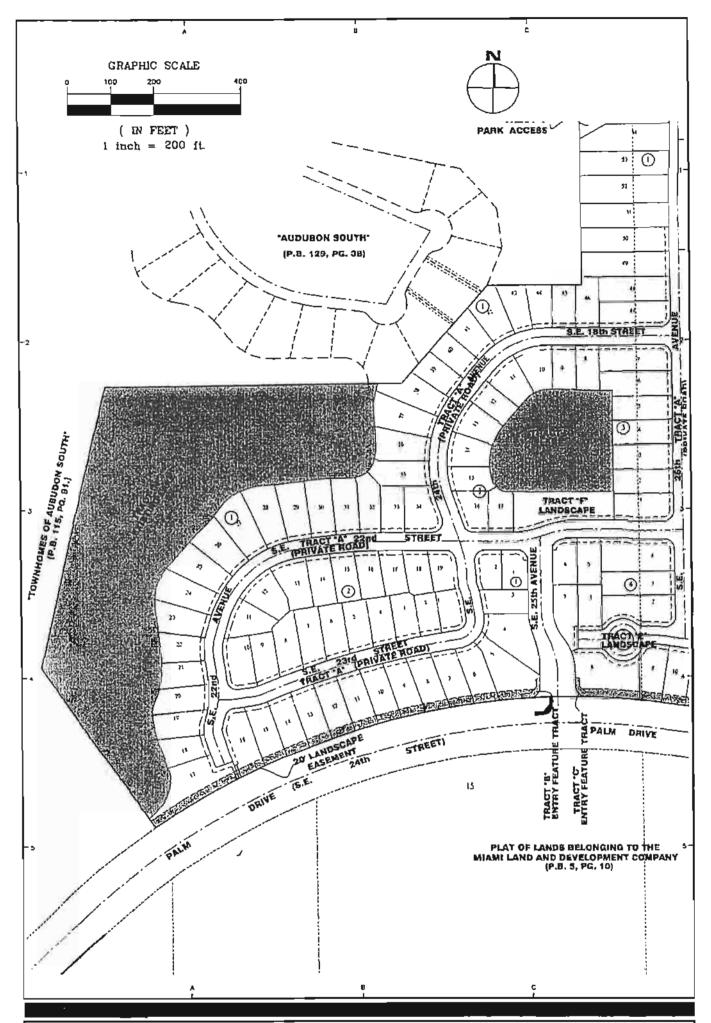
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PREPARED FOR	KEYS G	ATE CON	MUNITY AS	SOCIATION, INC.
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DEDED BY:		PROJECT NO.	00A232	07 4 DETTS



KEYS LANDING MASTER COMMON AREAS



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MENTED FOR KEY	S GATE COMMUNITY AS	SOCIATION, INC.
ORASIN BY: B.R.	DATE: 07/14/03	SHECT.:
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KEYS LANDING MASTER COMMON AREAS



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O. VOID CORPANICY Engineering & Samphoy Samphoy Shalp & Legal (SONON) 5060 S. A. L. Waston

SW 320 ST (MOMRY DR.)

SW 320 ST (MOMRY DR.)

SW 328 ST

SOUN CANAL DRIVE

PROJECT

BY ST SOUN COURSE

COUNTRY CLUB

FLORIDA CITY CANAL

SW 322 ST.

LOCATION MAP

SCALE: 1" = 3.000'

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
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Ford, Armenteros & Manucy, Inc. Date: OCTOBER 23, 2002

Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

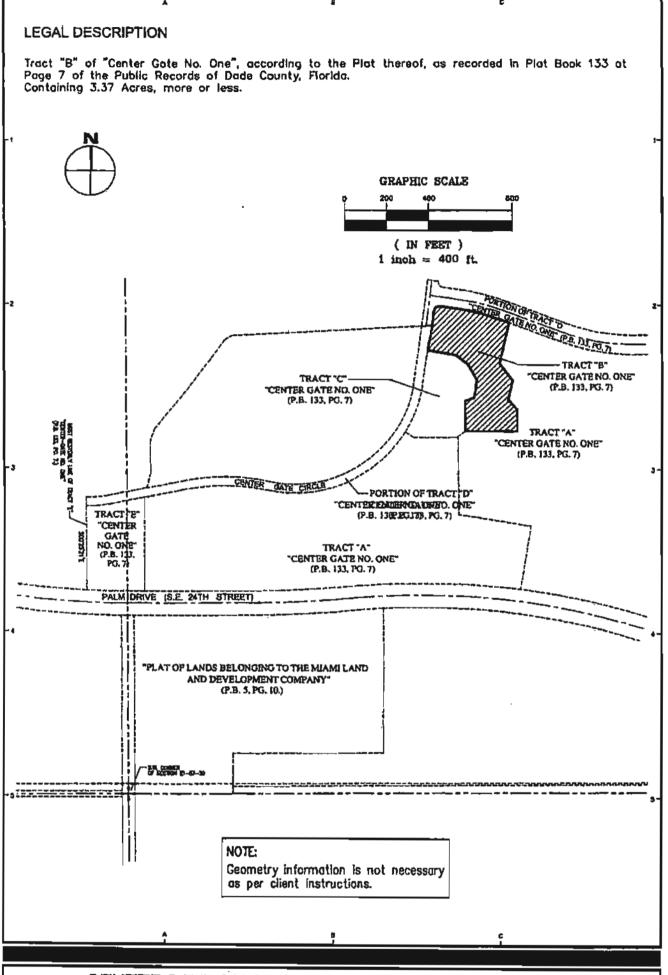
Revision: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

CENTERGATE MASTER COMMON AREA - LAKE AREA



6	TIPLE OF PROJECT	AMENDE	MASTE	R DECLARA	TION - EXHIBIT 27
ı	SHIT WHE	LOCATION	MAP &	SURVEYOR	'S NOTES
	PRESPARED FOR	KEYS GAT	E COM	MUNITY ASS	OCIATION, INC.
	CRAMM ST	8. ROJAS	byat.	10-24-2092	SIE
	Deer Decords by		THE	AS SHOWN]
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CENTERGATE MASTER COMMON AREA - LAKE AREA



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SEET KAR	SKETCH (OF SURV	EY AND LE	GAL DESCRIPTION
PROVINCE FOR	KEYS GAT	E COM	MUNITY ASS	OCIATION, INC.
SHAW SE	D. ROUMS	DATE	10-24-2002	MILE
GAT CALEED IN	<u> </u>		1" = 400"	2
CHELLED BY		PROJECT No.	DOMASS COCO	· · · ·

Exhibit 18

"Neighborhood"

EXHIBIT 18

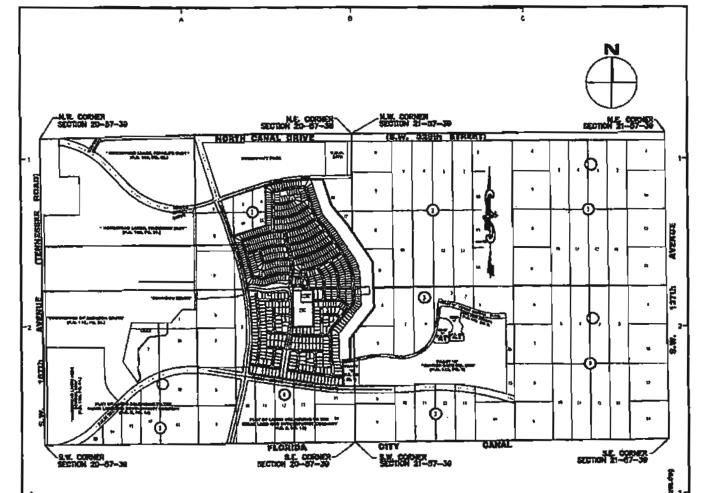
CURRENT NEIGHBORHOODS

NEIGHBORHOOD NAME	TOTAL LOTS	TOTAL VOTES
ARBOR PARK	225	225
AUGUSTA GREENS AT KEYS GATE (PHASE II)	36	36
AUGUSTA GREENS - PHASE I	34	34
CENTERGATE	408	408
DUNWOODIE	39	39
EASTLAKE	142	142
FAIRWAYS	68	68
KEYSLANDING	276	276
NORTHGATE	561	561
SHORES AT KEYS GATE	714	710
TOWNGATE	325	325

I work\LATTERNER\Association\Battibin I.B.wpd

Exhibit 11

"Shores at Keys Gate Neighborhood"



LOCATION MAP 20 & 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY, FLORIDA. NOT TO SCALE

SURVEYOR'S NOTES:

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- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing
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- 5) —The Sketch and Legal Description shown herein is based on the information provided by the Client.
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I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 81G17-6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

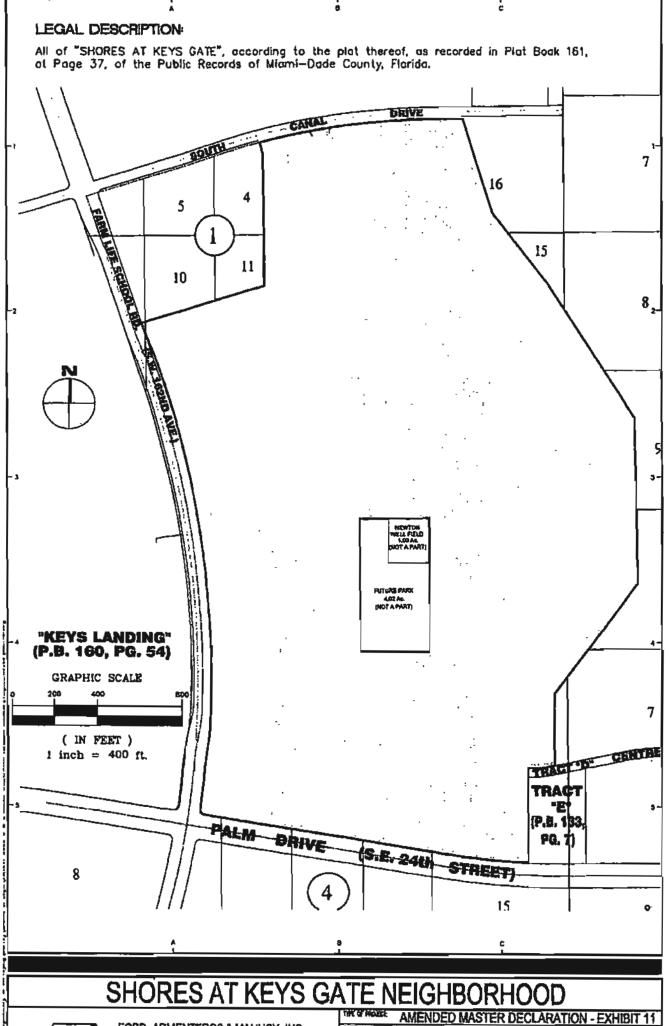
Date: July 14, 2003 Revision: APRIL 27, 2005 By: Edwin J. Fernandez, for the firm Professional Surveyor & Mapper State of Florida, LS No. 5676

COPANES/Englands & Sample/Sang/Satts

SHORES AT KEYS GATE NEIGHBORHOOD



AND OF MOREE AN	ENDED MAS	TER DECLAR	ATION - EXHIBIT 11
	CATION MAP	AND SURVE	YOR'S NOTES
	YS GATE CO	MMUNITY AS	SOCIATION, INC.
ORANI AT: B.R.	GAIE	04-27-2005	DEE
OHC. GODGE IN	SCALE	N/A	1 1
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FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805 SKETCH TO ACCOMPANY LEGAL

SKETCH TO ACCOMPANY LEGAL

MACRIMENT FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

SMARIN ST. B.R. DATE: 04-27-2005

SMARIN ST. B.R. DATE: 04-27-2005

SMARIN ST. B.R. SCALE 11-400'

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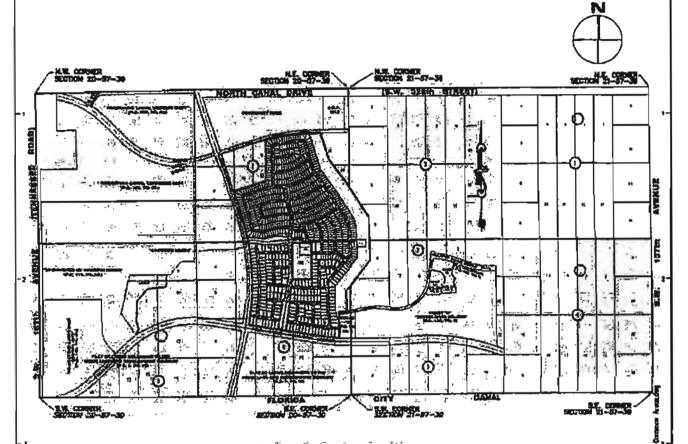
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Exhibit 30

"Shores at Keys Gate Neighborhood Common Areas"



LOCATION MAP
SECTION 20 21. TOWNSHIP 31 SOUTH, RANGE 39 EAST
MUMMI-DADE COUNTY, FLORIDA
NOT TO SCALE

SURVEYOR'S NOTES:

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- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
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Ford, Armenteros & Manucy. Inc.

Date: July 14, 2003 Revision: APRIL 27, 2005 Edwin J. Fernandez, for the firm Professional Surveyor & Mapper State of Florida, LS No. 5876 CONFINEST (Profesering & Service) (Service)

SHORES AT KEYS GATE MASTER COMMON AREAS



FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 940 AVENUE, 2nd FLOOR
MIAM, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2865

AMENDED MASTER DECLARATION EXHIBITISO

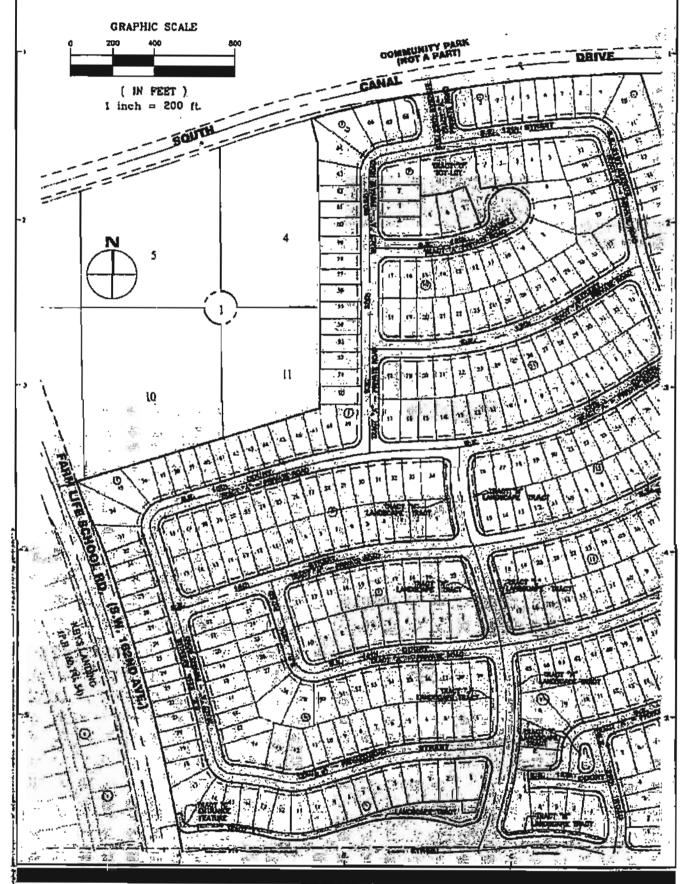
LOCATION MAP AND SURVEYOR'S NOTES

ADMINISTRATE COMMUNITY ASSOCIATION INC.

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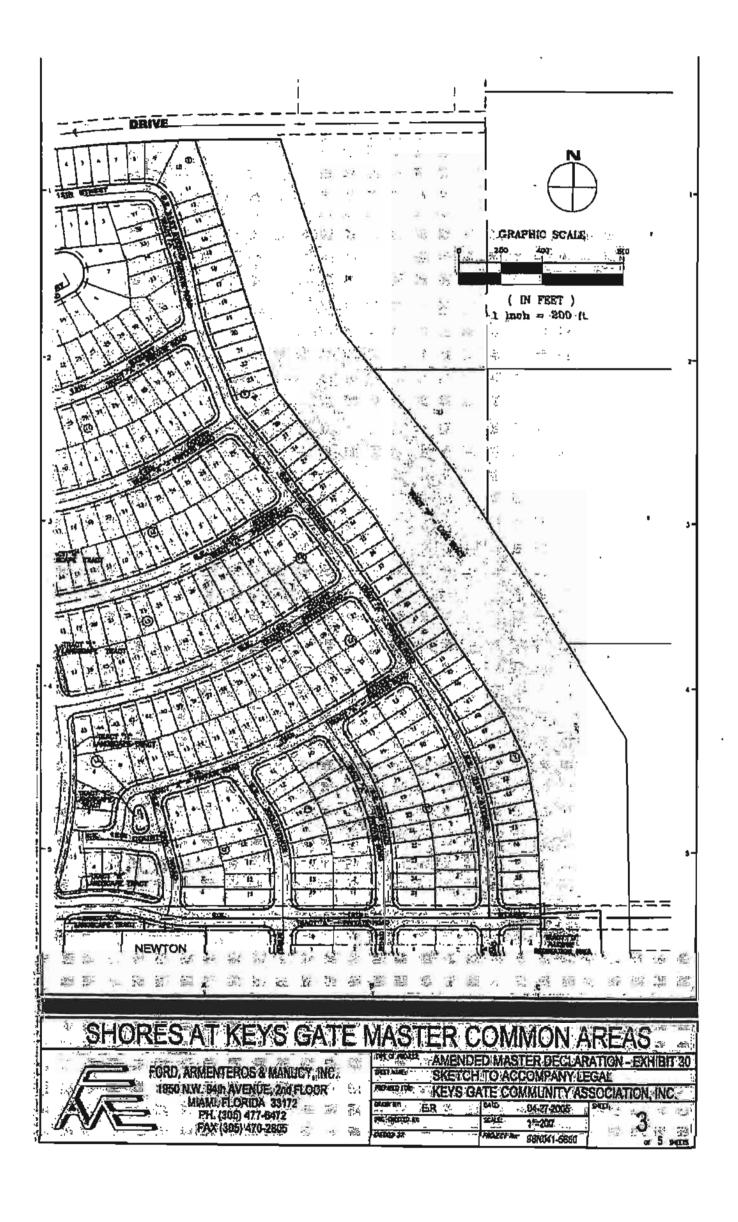
LEGAL DESCRIPTION:
Tracts A, B, C, D, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, BB and CC of "SHORES AT KEYS GATE", according to the plat thereof, as recorded in Plat Book 161, at Page 37, of the Public Records of Miami-Dade County, Florida.

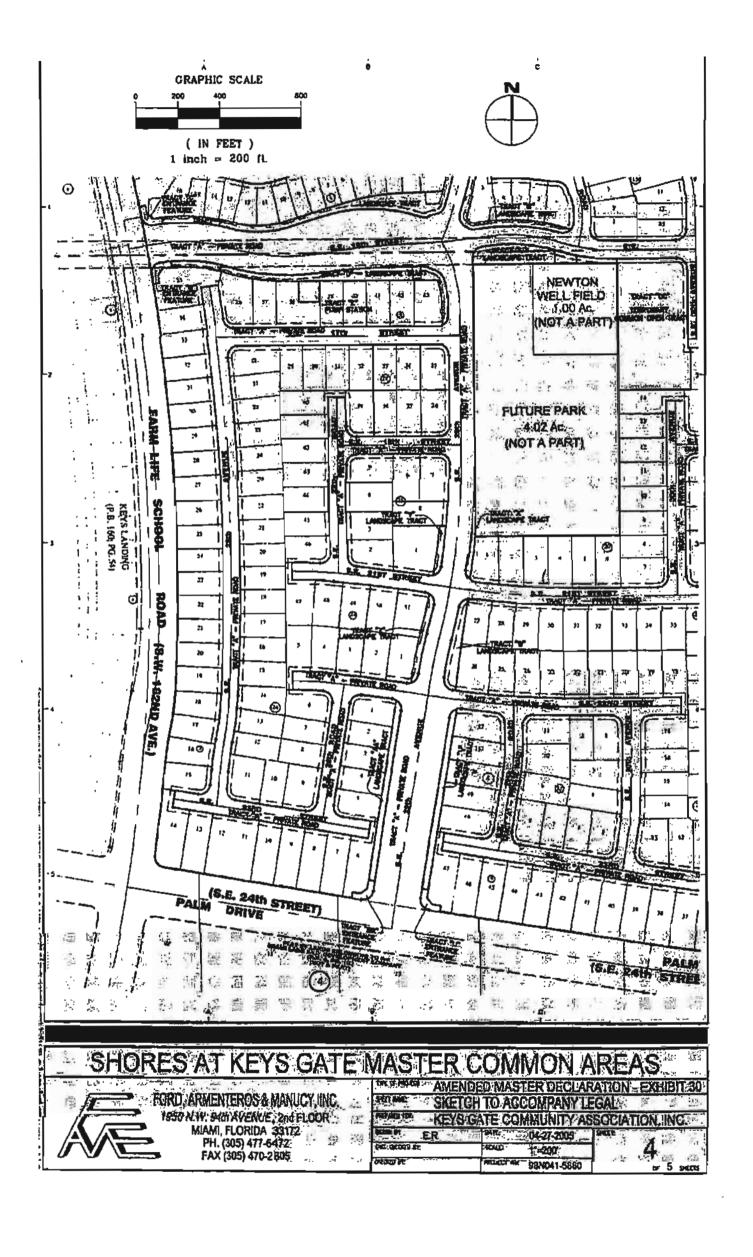


SHORES AT KEYS GATE MASTER COMMON AREAS



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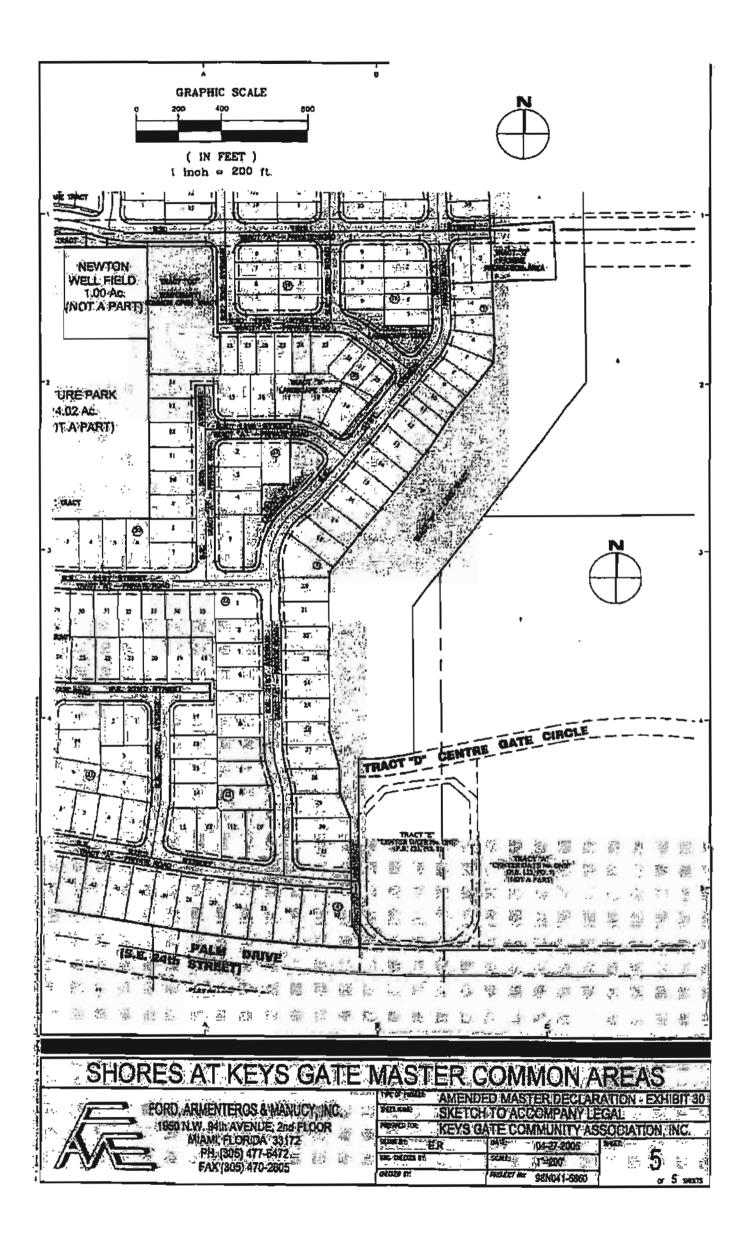


Exhibit 12

"Towngate Neighborhood"

LOCATION MAP

SCALE: 1" = 3,000'

SURWEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on recorded value of 500°25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) —Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 5) —The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) —No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florido Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002

Revision Date: JANUARY 10, 2003

Revision Date: MAY 7, 2003

Revision Date: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florido, LS No. 5676

or 3 sugges

TOWNGATE NEIGHBORHOOD



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805

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		ON MAP 8	SURVEYOR	'S NOTES
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	DECOUP BY	MOJECT No	98N041-5860	or 3 seess

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LEGAL DESCRIPTION:

A Parcel of land situate, lying and being in Section 21, Township 57 South, Range 39 East, City of Homestead, Miami—Dade County, Florida, being a partian of Tract "A" of "Center Gote No. One", according to the Plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Dade County, Florida and being more particularly described by metes and bounds as follows, viz.:

Begin at the Southwest Corner of said Tract "A"; thence NOOdeg25min21secW along the west boundary of said Tract "A" for 462.73 feet to a point of intersection with the northerly boundary of said Tract "A", the same point of intersection, also being a northwesterly corner of said Tract "A"; thence along the southerly and westerly boundaries of said Tract "A" for the following courses; thence N78deg33min44secE for 195.34 feet to a point of curvature of a circular curve concave to the south; thence northeasterly, easterly and southeasterly along the arc of said curve, having a radius of 975.00 feet and a central angle of 23deg30min39sec for 400.08 feet to the point of reverse curvature with a circular curve concave to the northwest; thence northeasterly along the arc of said curve, having a radius of 606.39 feet and a central angle of 71deg02min08sec for 751.86 feet to a point of termination along the arc of said curve, the same point of termination also being the most westerly corner of Tract "C" of said Plat of "Center Gate No. One"; thence departing said westerly boundary of said Tract "A", S58deg58min05secE along the southerly boundary of said Tract "C" (as measured radially from the center of the last described curve), for 51.34 feet; thence N89deg28min44secE along said southerly boundary of Tract "C" for 206.82 feet; thence N52deg40min58secE along said southerly boundary of Tract "C" for 5.60 feet to a point of termination along said southerly boundary; thence departing said southerly boundary of Tract "C", S00deg31min16secE for 377.00 feet to a point of non-tongent intersection with the arc of a circular curve concave to the southwest, with said point of non-tangent intersection bearing N01deg52min48secE from the center of said curve; thence southwesterly along the arc of said curve. from the center of sold curve; thence southeasterly along the arc of said curve, having a radius of 294.50 feet and a central angle of 07deg00min30sec for 36.02 feet to the point of tangency; thence S81deg06min44secE for 296.23 feet to a point of curvature of the arc of a circular curve concave to the most; thence northeasterly along the arc of said curve, having a radius of 185.50 feet and a central angle of 05deg10min15sec for 16.74 feet to a point of non—tangent intersection with a non-radial line bearing \$08deg53min16secW, with said point of non-tangent intersection bearing \$03deg43min01secW from the center of said curve; thence S08deg53min16secW along said non-radial line for 319.31 feet to a point of intersection with a southerly boundary of said Tract "A", (the remaining courses also being coincident with the northerly right of way line of Palm Drive, the same as more fully described in Official Records Book 13410 at page 154 of the Public Records of Dade County, Florida) with said point of intersection being a point of non-tangent intersection with the arc of a circular curve concave to the southwest and said point of non-tangent intersection bearing NO7deg15min43secE from the center of said curve; thence westerly along the arc of said curve and along a southerly boundary of soid Tract "A", having a radius of 3653.61 feet and a central angle of 12deg11min05sec for a 776.98 feet to the point of tangency; thence
583deg04min38secW along a southerly boundary of said Tract "A" for 125.00 feet to a point of curvature of a circular curve concave to the northwest; thence westerly along the arc of said curve and along a southerly boundary of said Tract "A", having a radius of 4393.79 feet and a central angle of 04deg30min01sec for 345.11 feet to the point of tangency; thence S89deg34min39secW along a southerly boundary of said Tract "A" for 541.73 feet to the POINT OF BEGINNING.

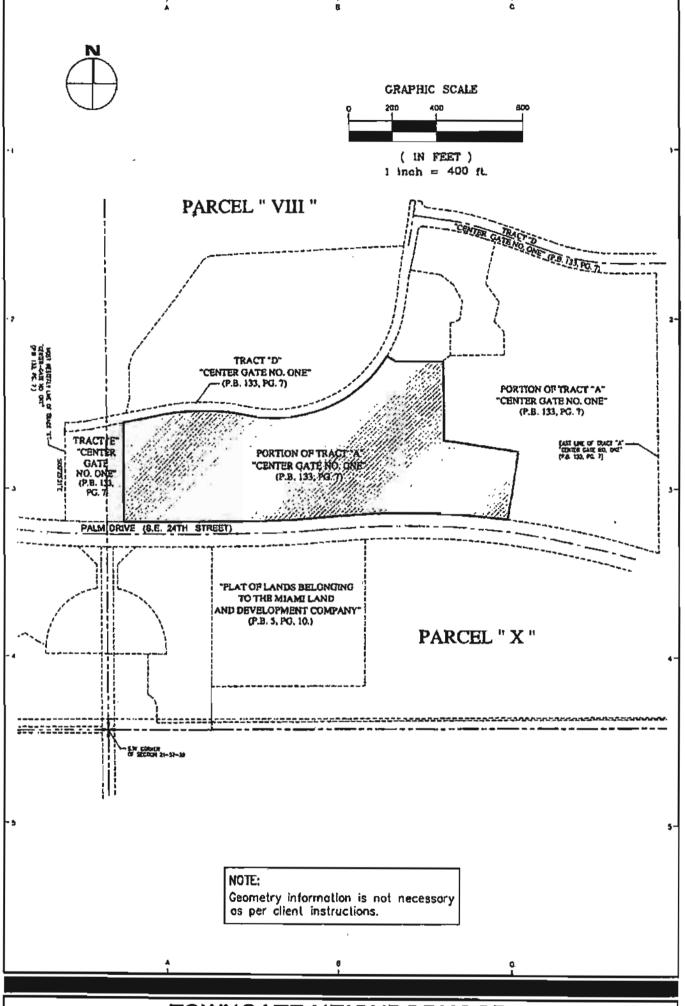
All of the above described land situated, being and lying in Miami-Dade County, Florida, and containing 21.31 Acres more or less.

TOWNGATE NEIGHBORHOOD



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TOWNGATE NEIGHBORHOOD



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805

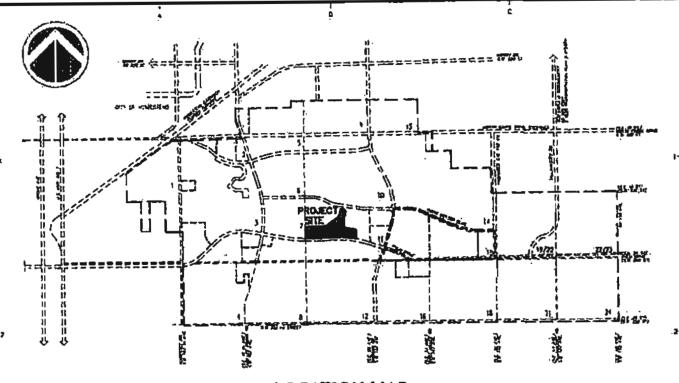
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Exhibit 16

"Towngate Neighborhood Common Areas"

- Towngate Neighborhood Common Areas (Road Tract)
- Towngate Neighborhood Common Areas Condo. No. One
- Towngate Neighborhood Common Areas Condo. No. Two
- Towngate Neighborhood Common Areas Condo. No Three
- Towngate Neighborhood Common Areas Condo. No. Four
- Towngate Neighborhood Common Areas Condo. No Five
- Towngate Neighborhood Common Areas Condo. No. Six



LOCATION MAP (NOT TO SCALE)

LEGEND:

P.O.C. = POINT OF COMMENCEMENT

P.O.B. - POINT OF BEGINNING

deg = DECREE (S)

min = MINUTE (S)

SOC = SECOND (S)

Sq. Ft. = Square Feet

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on an assumed value of: NOO"25"21"W along the West Line of Tract "A" of "CENTER GATE NO. ONE", Plot Book 133, Page 7 of the Public Records of Miomi-Dade County, Florido.
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing
- party or parties is prohibited without written consent of the signing party or parties.

 There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 5) -The Skelch and Legal Description shown herein is based on tha information provided by the Client.
- 6), -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Porcel Descriptions, or any other type of encumbrances that the herein described legal may be utilizes for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drowing is a true and carrent representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 6TG17-6. Florida Administrative Code.

Ford. Armenteros & Manuey, Inc. LB# 6557

Date: October 25, 2002. Registron: Jonuary 10, 2003 Revision: May 7, 2003

Edwin J. Fernandez, P.S.M., for the FIRM, Professional Surveyor and Mapper State of Florida, Registration No. 5676

TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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LEGAL DESCRIPTION:

A partian of Tract "A", of "CENTER GATE NO. ONE", according to the Plat thereof, ar recorded in Plat Book 133; at Page 7, of the Public Records of Dade County, Florida. Being more particularly described as follows:

Commence at the Southwest Corner of soid Tract "A"; the following two (2) courses being along the south line of soid Tract "A" and along the north Right-of-Way line of Palm Drive (S.E. 24th Street), os dedicated and recorded in Official Records Book 13410, Page 154 through157, Dade County, Florida; 1) thence N89deg34min39secE for 541.73 feet to a point of curvoture with a circular curve to the left, concave to the north; 2) thence easterly along the arc of said curve, having for its elements a radius of 4,393.79 (eet, through central angle of 03deg56min35sec for an arc distance of 302.38 feet to a point on a non-tangent line; thence N04deg21min55secW for 37.34 feet; thence N87deg27min05secE for 67.34 feet; thence N42deg27min05secE for 25.15 leet, thence NO2deg32min55secW for 73.36 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue NO2deg32min55secW for 76.92 feet; thence N4Ddeg58min44secE for 2.37 feet; thence N05deg29min38secW for 29.54 feet to a point on a circular curve to the left, concove to the south, where the radial point beers \$01deg16min33secW; thence westerly along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 07deg20min09sec for an are distance of 3.84 feet to a point of compound curvature with a circular curve to the tell, concave to the south; thence westerly along the arc of soid curve, having for its elements a radius of 388.00 feet, through a central angle of 19deg22min13sec for an are distance of 131.17 feet to a point of reverse curvature with a circular curve to the right, concave to the north; thence westerly along the arc of said curve, having for its elements a radius of 262.00 feet, through a central angle of 25deg00min28sec for an arc distance of 114.35 feet; thence S89deg34min39secW for 445.62 feet to a point of curvature with a circular curve to the left, concave to the southeast; thence southwesterly along the arc of soid curve, having for its elements a radius of 10.00 feet, through central angle of 90deg00min00sec for an arc distance of 15.71 feet; thence NODdeg25min21secW for 44.00 feet to a point on a circular curve to the left, concave to the northeast, where the radial point bears N89deg34min38secE; thence southeasterly along the arc of said curve, having for its elements a radius of 10.00 feet, through a central angle of 89deg59min58sec for an arc distance of 15.71 feet; lhence N89deg34min39secE for 445.62 feet to a point of curvature with a circular curve to the left, concave to the north; thence easterly along the arc of said curve, having for its elements a radius of 238,00 feet, through central angle of 25deg00min28sec for an arc distance of 103.88 feet to a point of reverse curvature with a circular curve to the right, concove to the south; thence easterly along the arc of soid curve, having for its elements a rodius of 412.00 feet, through a central angle of 18deg53min09sec for an arc distance of 135.80 feet to a point on a non-tangent line; thence ND6deg32min39secW for 10.00 feet to a point on a circular curve to the left, concave to the northwest, where the radial paint bears NO6deg32min39secW; thence northeasterly along the arc of sold curve, having for its elements a radius of 20.00 leet, through a central angle of 115deg13mlp37sec for an arc distance of 40.22 leet: thence N31deg46min16secW for 86.32 feet to a point of curvature with a circular surve to the left, concave to the southwest; thence northwesterly dang the arc of said curve, having for its elements a radius of 90,00 feet, through central angle of 21 deg13min49sec for an arc distance of 33.35 feet to a point of reverse curvature with a circular curve to the right, concave to the northeast; thence northwesterly along the arc of said curve, having for its elements a radius of 75.00 feet, through a central angle of 36deg26min07sec for an arc distance of 47.69 feet to a point of compound curvature with a circular curve to the right, concave to the east; thence northerly along the arc of sold curve, having for its elements a radius of 355,00 feet. Through a central angle of 04deg51min08sec for an arc distance of 30.06 feet to a point on a circular curve to the left, concave to the north, where the radial point bears NO9deg39min03secW: thence easterly along the are of said curve, having for its elements a radius of 605.39 feet, through a central angle of 05deg44min21sec for an are distance of 71.32 feet; thence \$15deg31min22sect for \$1.90 feet to a point of curvature with a circular curve to the left, concave to the northeast;

TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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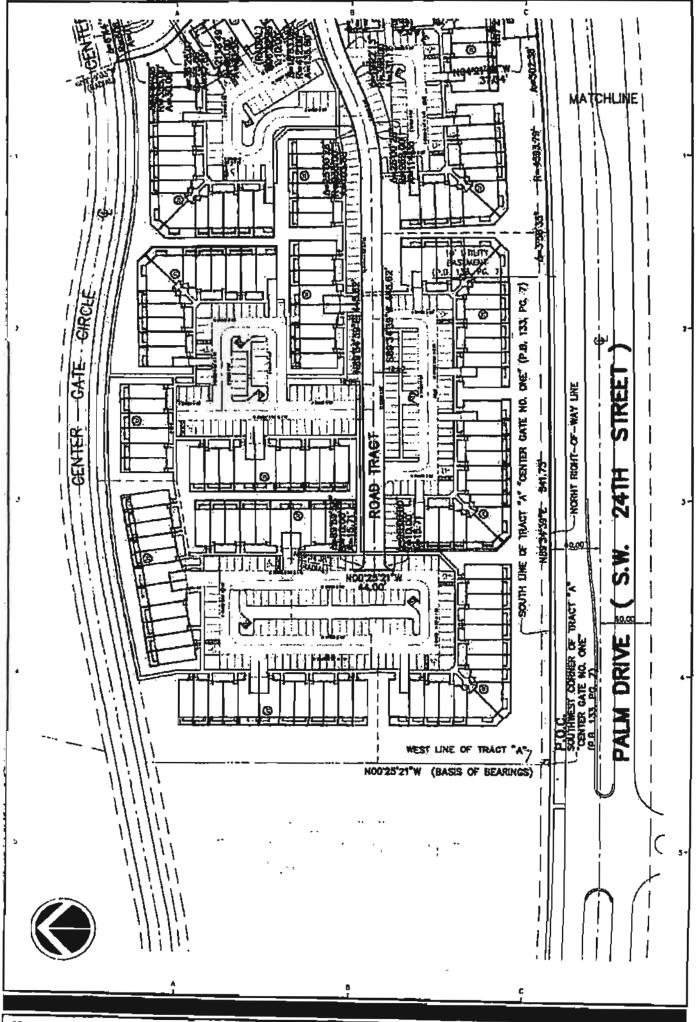
thence southeasterly along the arc of said curve, having for its elements a radius of 188.00 feet, through central angle of 16deg14min54sec for an arc distance of 53.31 feet to a point of tangency; thence \$31deg46min16secE for 75,90 feet to a point of curvature with a circular curve to the right, concave to the southwest: thence southeasterly along the arc of said curve, having for its elements a radius of 249.00 feet, through central angle of 09deg44min42sec for an arc distance of 42.35 feet to a point of reverse curvature with a circular curve to the left, concave to the northeast; thence southeasterly along the arc of said curve, having for its elements a radius of 28.00 feet, through a central angle of 61deg43min40sec for an arc distance of 30.17 feet to a point of reverse curvature with a circular curve to the right, conserve to the south; thence easterly along the arc of said curve, having for its elements a radius of 424.00 feet, through a central angle of 02deg23min31sec for an arc distance of 17.70 feet; thence S08deg38min16secW for 12.00 feet to a point on a circular curve to the right, concave to the south, where the radial point bears S08deg38min16secW; thence easterly along the arc of said curve, having for its elements a radius of 41,200 feet. through a central angle of 05deg54min37sec for an arc distance of 42.50 feet to a paint of reverse curvature with a circular curve to the left, concave to the north; thence costerly along the arc of said curve, having for its elements a radius of 160.00 feet, through a central angle of 29deg29min35sec for an are distance of 82.36 (eet to a paint of compound curvature with a circular curve to the latt, concave to the northwest; thence northeasterly along the arc of said curve, having for it's elements a radius of 400.00 feet, through a central angle of 16deg49min35sec for an arc distance of 117.47 feet to a point of tangency; thence N58deg13min44secE for 147.79 feet to a point of curvature of a circular curve to the right, concave to the south; thence Easterly along the arc of soid curve, having for its elements a radius of 75.00 feet, through a central angle of 31deg14min59sec for an arc distance of 40.91 feet to a point of tangency; thence N89deg28min44secE for 79.03 feet; thence S00deg31min16secE for 24.00 feet; thence S00deg31min16secE for 24.00 feet; thence S89deg28min44secW for 79.03 feet to a point of curvature with a circular curve to the left, concave to the south; thence westerly along the arc of soid curve, having for its elements a radius of 51.00 feet, through central angle of 31deg15min00sec for an arc distance of 27.82 feet to a point of tangency; thence \$58deg13min44secW for 147.79 feet to a point of curvature with a circular curve to the right, concave to the northwest; thence southwesterly along the arc of said curve, having for its elements a radius of 424.00 feet, through central angle of 16deg49min35sec for an arc distartce of 124.52 leat to a point of compound curvature with a circular curve to the right, cancave to the north; thence westerly along the arc of sold curve, having for its elements a radius of 184.00 feet, through a central angle of 29deg29min35sec for an arc distance of 94.71 leet to a point of reverse curvature with a circular curve to the left, concave to the south; thence westerly along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 21deg30min14sec for an orc distance of 11.26 leel; thence 501deg13min05secE for 100:07 feet; thence 588deg45min55secW for 101:80 leet to the POINT OF BEGINNING.

All of the above described parcel of land situated, being and lying in the City of Homestead, Miami-Dade County, Florida and containing 56,722.70 Square Feet or 1.30 Acres, more or less.

TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



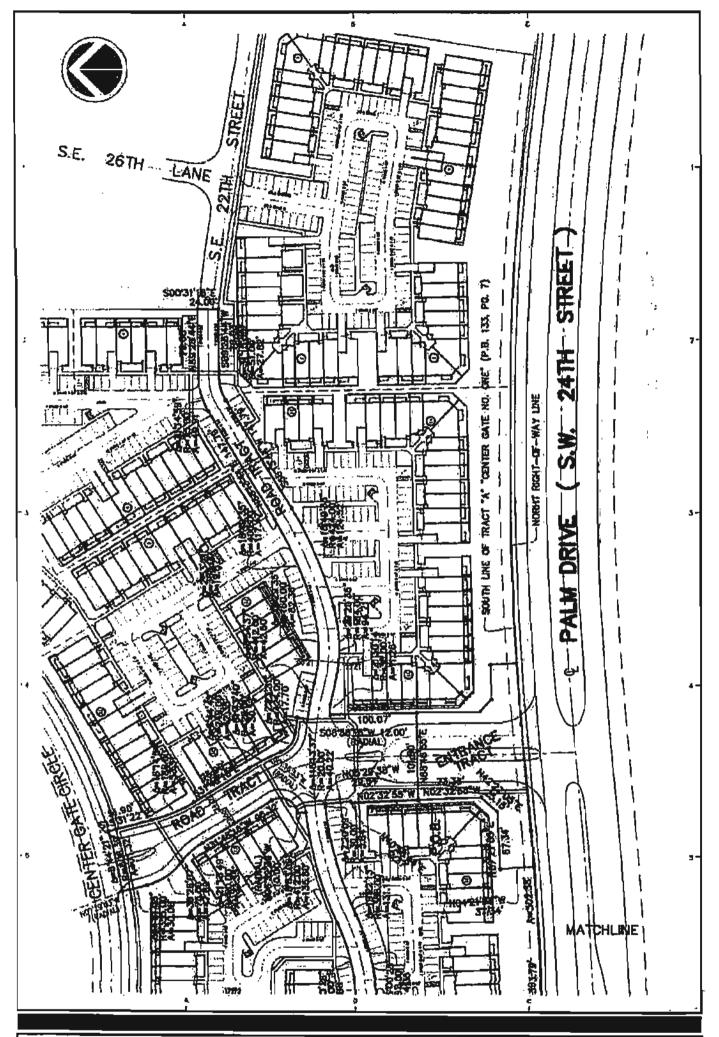
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TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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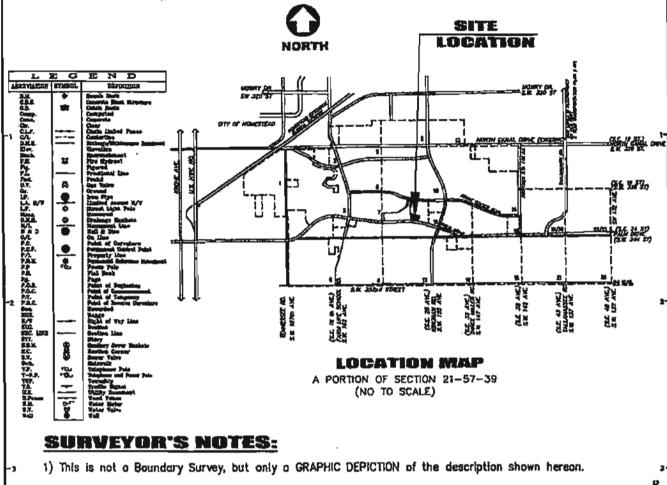
TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 84th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (385) 477-5472 FAX (305) 470-2605

HHEST HEALTH	AMENDED MASTER DECLARATION - EXHIBIT 16
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- 2) North arrow direction and Bearing shown hereon are based on an assumed value of N00deg25mln21secE along the West line of Tract "A", of "CENTER GATE No.ONE", according to the Plot thereof as recorded in Plot Book 133, at Page 7, of the Public Records of Dade County, Florida.
- 3) Not valid without the signature and the original roised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examinations of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Cartify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Dote: 11-08-2002 Revision 1: 01-10-2003 Revision 2: 05-07-2003

8Y: ______ Edwin J. Fernandez, P.S.M. For the Firm

Professional Surveyor and Mapper State of Florida, LS. No. 5678

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



Revision 3:

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

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SEET NAME: SURVEYOR'S NOTES AND LOCATION MAP

SURVEYOR'S NOTES AND LOCATION MAP

SEET NAME: SURVEY NAME: SURV

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A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plot thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of sold Tract "A"; thence the following four (4) courses being along the South Line of sold Tract "A", of sold Plot of "CENTER GATE NO. ONE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florido; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along sold curve, concave to the North, having for lis elements a radius of 4393.79 feet, a central angle of 04deg30min0isec, for an are distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along sold curve, concave to the South, having for its elements a radius of 3653.61 feet; a central angle of 08deg07min07sec, for an arc distance of 390.16 feet to the POINT OF BEGINNING of the hereinafter described Parcel of land; thence N01deg14min16secW for 167.69 feet; thence N88deg46min55secE for 88.35 feet; thence N01deg13min05secW for 46.08 feet to a point hereinafter referred to as Reference Point "A"; thence N88deg46min55secE for 88.35 feet; thence N08deg53min16secE for 108.33 feet; thence S81deg06min44secE for 207.33 feet to a point of curvature of a circular curve to the left, concave to the North; thence Southeasterly along the arc of soid curve, having for its elements a radius of 185.50 feet, through a central angle of 05deg10min15sec for an arc distance of 16.74 feet to a point of tangency; thence S08deg53min16secE for 18.00 feet; thence N81deg06min44secW for 93.33 feet; thence S08deg46min55secW for 52.4 feet; thence S03deg42min17secW, radial to the following described curve for 5827 feet to a point of soid Plat of "CENTER GATE NO.0NE" and the soid North Right—of—way Line of soid Tract "A", of soid Plat of "CENTER GATE NO.0NE" and the soid North Right—of—way Line of PALM DRIVE (SE. 24th Street), having for its elements a radius of 3653.61 feet, a central a

LESS:

COMMENCE at Reference Point "A"; thence N88deg46min55secE for 86.50 feet; thence S01deg13min05secE for 22.00 feet to the Point OF BEGINNING of the hereinafter described parcel; thence continue S01deg13min05secE for 18.00 feet; thence S88deg46min55secW for 59.50 feet; thence N01deg13min05secW for 18.00 feet; thence N88deg48min55secW for 59.50 feet to the POINT OF BEGINNING.

LESS:

COMMENCE at Reference Point "A"; thence N88deg46min55secE for 88.46 feet; thence S81deg06min44secE for 34.04 feet; thence S08deg53min16secW for 42.34 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S81deg06min44secE for 93.50 feet; thence S08deg53min16secW for 18.00 feet; thence N81deg08min44secW for 93.50 feet; thence N08deg53min16secE for 18.00 feet to the POINT OF BEGINNING.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805 AMENDED MASTER DECLARATION - EXHIBIT 16

DEC

PRIL DECEMBER FOR PRINCIPLE MAY SHOULD BE SHOU

2 or 4 seess LESS (BUILDING No. 1)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plot thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plat of "CENTER GATE NO. ONE", and along the North Right—of—way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of 04deg30min0tsec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concove to the South, having for its elements a radius of 3653.61 feet, a central angle of 06deg07min07sec, for an arc distance of 390.16 feet; thence N01deg14min16secW for 155.86 feet; thence N88deg45min44secE for 5.00 feet to the POINT OF BEGINING of the hereinofter described parcel of land; thence continue N88deg45min44secE for 61.33 feet; thence S01deg14min16secE for 47.57 feet; thence S44deg53min50secE for 4.00 feet; thence N88deg45min44secE for 81.70 feet; thence S01deg14min16secE for 51.33 feet; thence S88deg45min44secW for 128.87 feet; thence N46deg14min02secW for 23.94 feet; thence N01deg14min16secW for 94.87 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 3)

A partion of Tract "A", of "CENTER GATE NO. ONE", according to the plot thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plat of "CENTER GATE NO. ONE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of O4deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3653.61 feet. 4.) thence Easterly along sold curve, concave to the South, having for its elements a radius of 3653.61 feet, a central angle of 06deg07min07sec, for an arc distance of 390.16 feet; thence N01deg14min16secW for 309.88 feet; thence N58deg13min44secE for 11.20 feet; thence N89deg28min44secE for 15.81 feet; thence N00deg31min16secW for 46.00 feet; thence N89deg28min44secE for 71.33 feet; thence S00deg31min16secE for 24.53 feet to a point on the orc of a circular curve; concave to the South, a radial line to said point bears N01deg52min46secE for 24.55 feet. thence Southeasterly along the arc of said curve, having for its elements a radius of 294.50 feet, a central angle of 07deg00min30sec for an arc distance of 36.02 feet to a point of tangency; thence SB1deg06min44secE for 140.32 feet; thence SO8deg53min16secW for 25.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S81deg06min44secE for 145.70 feet; thence S38deg06min44secE for 23.94 feet; thence S08deg53min16secW for 162.20 feet; thence N81deg06min44secW for 61.33 feet; thence N81deg06min44secW for 98.54 feet; thence N08deg53min16secE for 61.33 feet to the POINT OF BEGINNING to the POINT OF BEGINNING.

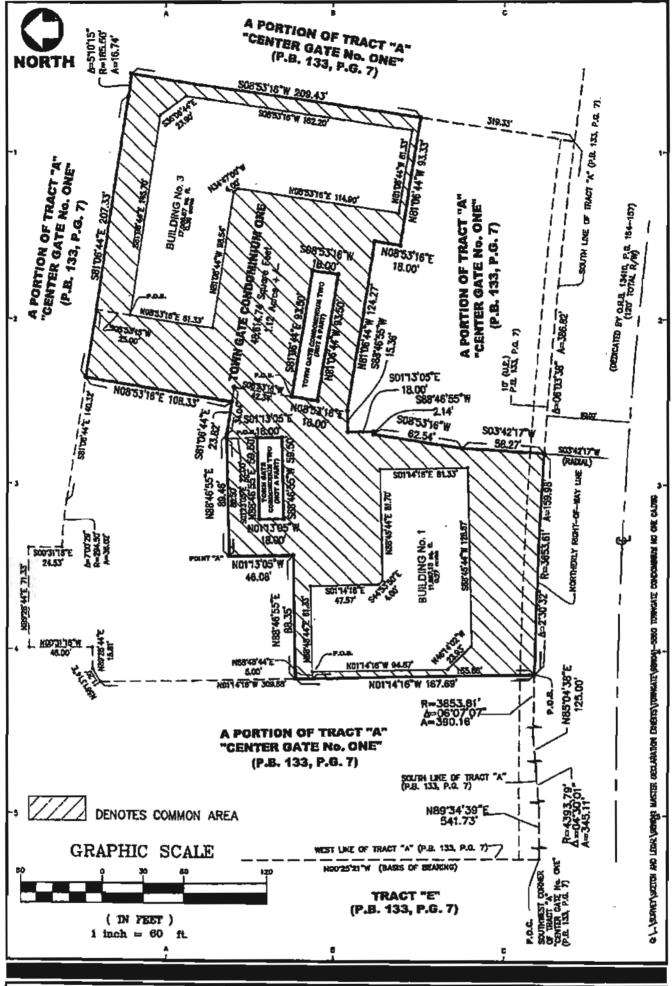
All of the above described Parcel of land situated, being and lying in the City of Homestead, Miami-Dade County, Florida and containing 48,614.74 Square Feet or 1.12 Acres more or less.

<u>TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO.</u>

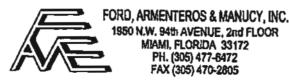
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

AMENDED MASTER DECLARATION - EXHIBIT 16 LEGAL DESCRIPTION TO ACCOMPANY SKETCH KEYS GATE COMMUNITY ASSOCIATION, INC. Cherif 11/06/02 SAL SEED IN SULE PROJECT No. 66N941-5880

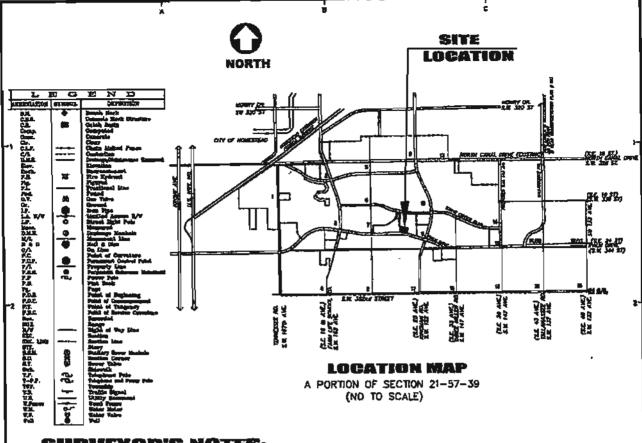
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TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



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SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of N00deg25min21secE clong the West line of Tract "A", of "CENTER GATE No.ONE", according to the Plat thereof as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examinations of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

- I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.
- I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17-6, Florida Administrative Code.
- Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: 11-05-2002 Revision 1: 01-10-03 Revision 2: 05-07-2003

Revision 3:

BY:

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 84th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

AMENDED MASTER DECLARATION - EXHIBIT 18 SURVEYOR'S NOTES AND LOCATION MAP KEYS GATE COMMUNITY ASSOCIATION, INC. penne st. Cherif 11/06/02 DATA CHECKED IN ***** NIA PROJECT BOX 88NO41-5860

ESCALO OFFICIAL MARKATON STATEMENTS CONCLUSION IN THE CALLES il Syry ECAL VERIOR Ě

LEGAL DESCRIPTION:

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plat of "CENTER GATE NO. ONE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dode County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of O4deg30min01sec, for an arc distance of 345.11 feet; 3.) thence R85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3653.61 feet, a central angle of O6deg07min07sec, for an arc distance of 390.16 feet to the POINT OF BEGINNING of the hereinafter described Parcel of land; thence N01deg14min16secW for 309.88 feet; thence N58deg13min44secE for 11.20 feet; thence N89deg28min44secE for 15.81 feet; thence N00deg31min16secW for 22.00 feet; thence N89deg28min44secE for 71.33 feet; thence N01deg31min16secE for 0.53 feet to a point on the arc of a circular curve, a radial line to said point bears N01deg52min46secE; thence Sautheasterly along said curve to the right, concave to the Southwest, having for its elements a radius of 294.50 feet, a central angle of 07deg00min30sec for an arc distance of 36.02 feet; thence S8deg06min4secE for 286.23 feet to a point of curvature of a circular curve to the left; thence Easterly along said curve, concave to the North, having for its elements a radius of 185.50 feet, a central angle of 05deg10min15sec, for an arc distance of 16.74 feet; thence S08deg53min16secW for 319.33 feet (319.31 feet by legal provided) to a point on the arc of a circular curve, a radial line to said point bears N07deg15min43secE; thence Westerly along said curve being coincident with the South Line of said T

LESS:

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plot of "CENTER GATE NO. GNE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34mln39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of O4deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3653.61 feet, a central angle of O8deg07min07sec, for an arc distance of 390.16 feet to the POINT OF BEGINNING of the hereinafter described Parcel of land; thence N01deg14min16secW for 167.69 feet; thence N88deg46min55secE for 88.35 feet; thence N01deg13min05secW for 46.08 feet to a point hereinafter referred to as Reference Point "A"; thence N88deg46min55secE for 88.46 feet; thence S81deg06min44secE for 23.82 feet; thence N08deg53min16secE for 108.33 feet; thence S81deg06min44secE for 207.33 feet to a point of curvature of a circular curve to the left, concave to the Narth; thence Southeasterly along the arc of said curve, hoving for its elements a radius of 185.50 feet, through a central angle of 05deg10min15secE for all deg06min44secW for 93.33 feet; thence S88deg46min55secW for 209.43 feet; thence N81deg06min44secW for 93.33 feet; thence S88deg46min55secW for 58.27 feet to a point of its elements of circular curve would be said tract "A", of said Plot of "CENTER GATE NO.0NE" and the said North Right-of-way Line of PALM DRIVE (SE. 24th Street), hoving for its elements a radius of 3853.61 feet, a central angle of 02deg30min32sec for an arc distance of 159.98 feet to the POINT OF BEGINNING.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



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TOGETHER WITH AND INCLUDING PARKING AREA:

COMMENCE at Reference Point "A"; thence N88deg46min55secE for 86.50 feet; thence S01deg13min05secE for 22.00 feet to the Point OF BEGINNING of the hereinafter described parcel; thence continue S01deg13min05secE for 18.00 feet; thence S88deg46min55secW for 59.50 feet; thence N01deg13min05secW for 18.00 feet; thence N88deg46min55secE for 59.50 feet to the POINT OF BEGINNING.

AND TOGETHER WITH AND INCLUDING PARKING AREA:

COMMENCE at Reference Point "A"; thence N88deg48min55secE for 89.46 feet; thence S81deg06min44secE for 34.04 feet; thence S08deg53min16secW for 42.34 feet to the POINT OF BEGINNING of the hereinofter described parcel of land; thence S81deg08min44secE for 93.50 feet; thence S08deg53min16secW for 18.00 feet; thence N81deg06min44secW for 93.50 feet; thence N08deg53min16secE for 18.00 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 2)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plot Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plat of "CENTER GATE NO. ONE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of O4deg30min0tsec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3653.61 feet, a central angle of O6deg07min07sec, for an arc distance of 390.16 feet; thence N01deg14min16secW for 167.69 feet; thence N88deg45min44secE for 5.00 feet to the POINT OF BEGINING of the hereinafter described parcel of land; thence N01deg14min16secW for 128.87 feet; thence N43deg45min44secE for 77.72 feet; thence S88deg45min44secW for 118.46 feet; thence S01deg14min16secE for 68.08 feet; thence S88deg45min44secW for 61.33 feet; to the POINT OF BEGINNING.

LESS (BUILDING No. 4)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

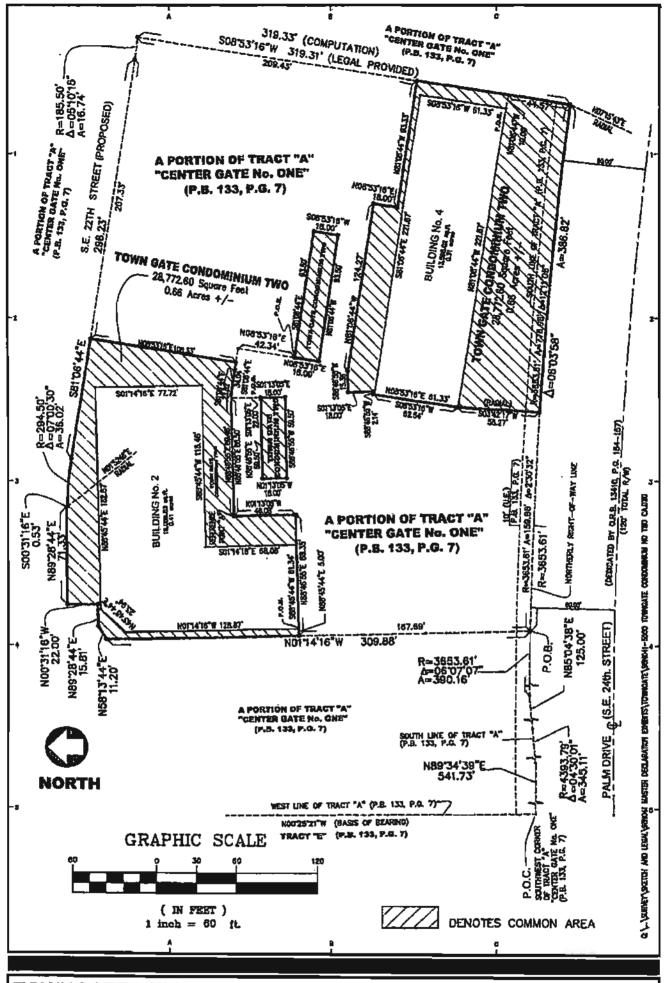
COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plot of "CENTER GATE NO. ONE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of 04deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3653.61 feet, a central angle of 12deg11min05sec, for an arc distance of 776.98 feet; thence N08deg53min16secE for 44.57 feet; thence N81deg06min44secW for 10.00 feet to the POINT OF BEGINNING of the hereinafter described parcet; thence continue N81deg06min44secW for 221.67 feet; thence N08deg53min16secE for 61.33 feet; thence S81deg06min44secE for 221.67 feet; thence S08deg53min16secW for 61.33 feet to the POINT OF BEGINNING.

All of the above described Parcel of land situated, being and lying in the City of Homestead, Miami-Dode County, Florida and containing 28,772.60 Square Feet or 0.31 Acres more or less.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



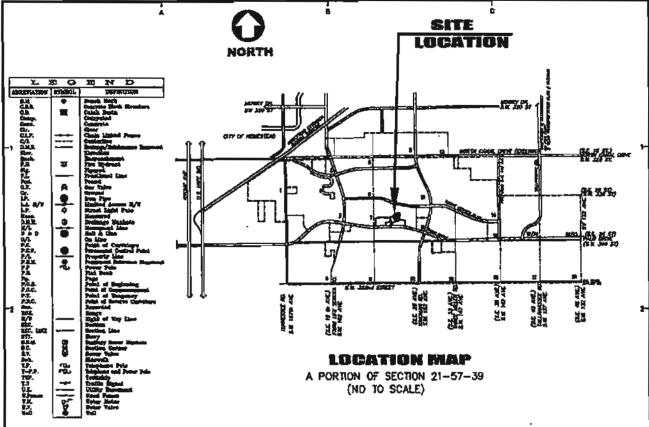
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TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



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SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of N00dsg25min2tsecE along the West line of Tract "A", of "CENTER GATE No.ONE", according to the Plat thereof as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida.
- 3) Not valid without the signature and the ariginal raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examinations of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

- Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described herean.
- I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61617—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: 11-08-2002 Revision 1: 01-10-2003 Revision 2: 05-07-2003

Revision 3:

BY: _____Edwin J. Fernandez, P.S.M. For the Firm

Professional Surveyor and Mapper State of Florido, LS. No. 5676

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THREE



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ONETATO RE:	PROJECT NO.	98N041-5860		or 4 991.11

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plot thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plot of "CENTER GATE NO. ONE", and along the North Right-of-way time of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of 04deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3553.61 feet, a central angle of 06deg07min07sec, for an arc distance of 390.16 feet; thence N01deg14min16secW for 309.88 feet; thence N55deg13min44secE for 11.20 feet; thence N89deg28min44secE for 15.81 feet; thence N00deg31min16secW for 24.00 feet to a point hereinafter refer to us Reference Point "A"; thence continue N00deg31min16secW for 24.00 feet; thence N89deg28min44secE for 71.33 feet; thence N00deg31min16secW for 142.82 feet to the POINT OF BEGINNING of the herainofter described Parcel of land; thence S89deg28min44secW for 93.33 feet; thence S00deg31min16secE for 132.82 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly and Easterly along the arc of said curve, having for its elements a radius of 75.00 feet, through a central angle of 90deg00min00sec, for an arc distance of 15.71 feet to a point of tangency, thence N89deg28min44secW for 69.46 feet; thence N31deg46min16secW for 75.90 feet, thence N58deg13min44secW for 69.46 feet; thence N31deg46min16secW for 75.59 feet to a point on the North line of said Tract "A"; thence N60deg31min16secW for 75.59 feet to a point on the North line of said Tract "A"; thence N52deg40min58secE for

TOGETHER WITH:

COMMENCE at Reference Point "A"; thence N89deg28min44sec£ for 7.70 feet; thence S00deg31min16sec£ for 24.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue S00deg31min16sec£ for 22.00 feet; thence S89deg28min44sec for 15.81 feet; thence S58deg13min44sec¥ for 49.24 feet; thene N31deg45min16sec¥ for 22.00 feet; thence N58deg13min44sec£ for 41.13 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly along the arc of said curve, having for its elements a radius of 81.00 feet, through a central angle of 31deg15min00sec for an arc distance of 27.82 feet to a point of tangency, thence N89deg28min44sec£ for 7.70 feet to the POINT OF BEGINNING.

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COMMENCE at Reference Point "B"; thence SCOdeg31min16secE for 54.74 feet; thence N89deg28min44secE for 10.70 feet to the POINT OF BEGINNING of the hereinofter described parcel; thence continue N89deg28min44secE for 51.00 feet; thence SCOdeg31min16secE for 18.00 feet; thence SCOdeg31min16secW for 18.00 feet to the POINT OF BEGINNING.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THREE

OCCUPATE



FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR

MIAMI, FLORIDA 33172

PH. (305) 477-8472

FAX (305) 470-2805

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		AMENDED	MASTE	R DECLARA	TION - EXHIBIT 1	6
	900 AND	LEGAL DE	SCRIPT	ION TO ACC	OMPANY SKETCI	H
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PROJECT No. 98NO41-5860

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COMMENCE at Reference Point "B"; thence S00deg31min16secE for 54.74 feet; thence N89deg28min44secE for 1.88 feet; thence S00deg31min16secE for 12.67 feet to the Point OF BEGINNING of the hereinafter described parcel; thence S31deg46min16secE for 119.00 feet; thence S58deg13min44secW for 18.00 feet; thence N31deg46min16secW for 119.00 feet; thence N58deg13min44secE for 18.00 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 8)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plot thereof, as recorded in Plot Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plot of "CENTER GATE NO. ONE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Recards Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of 04deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE far 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3653.61 feet, a central angle of 07deg25min07sec, for an arc distance of 473.07 feet; thence N00deg31min16secW for 509.41 feet to the POINT OF BEGINNING of the hereinafter described Parcel; thence S89deg28min44secW for 61.33 feet; thence N00deg31min16secW for 115.57 feet; thence N44deg11min32secW for 4.00 feet; thence S89deg28min44secW for 98.54 feet; thence N00deg31min16secW for 61.33 feet; thence S89deg28min44secE for 145.70 feet; thence S45deg31min16secE for 23.94 feet; thence S00deg31min16secE for 182.87 feet to the the POINT OF BEGINNING.

LESS (BUILDING No. 8)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Miami-Dade County, Florida. More particularly described as follows:

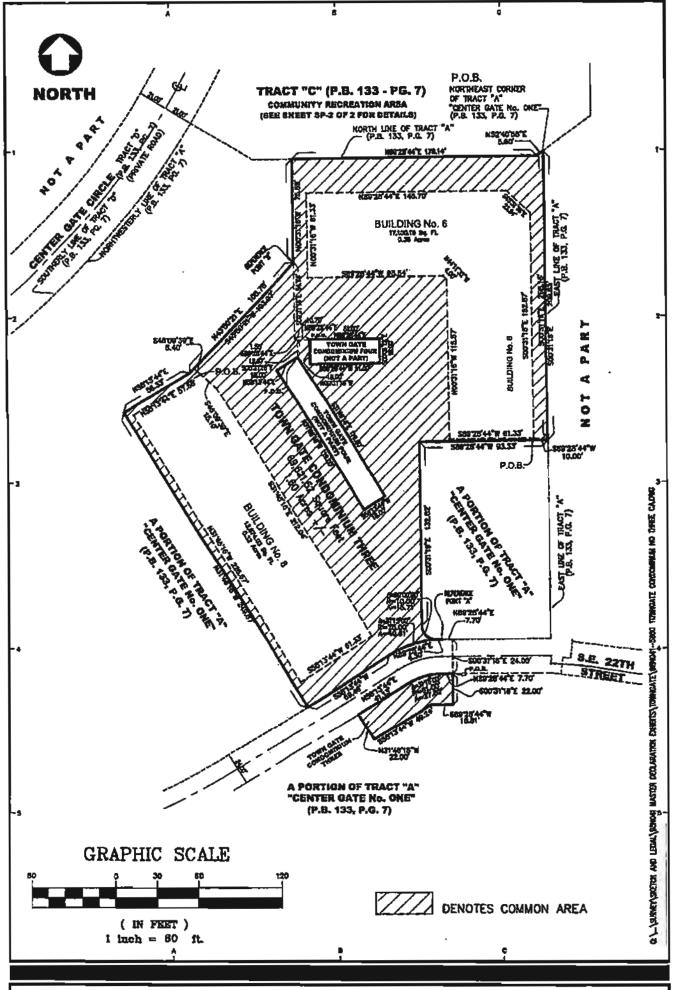
COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Plat of "CENTER GATE NO. ONE", and along the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the Narth, having for its elements a radius of 4393.79 feet, a central angle of O4deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125,00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, cancave to the South, having for its elements a radius of 3653.61 feet, a central angle of O4deg42min50sec, for an arc distance of 300.60 feet; thence N00deg31min16secW for 331.14 feet to the POINT OF BEGINNING of the hereinafter described Parcel; thence thence N31deg46min16secW for 226.67 feet; thence N58deg13min44secE for 57.58 feet; thence S48deg09min39secE for 15.10 feet; thence S31deg48min16secE for 212.04 feet; thence S58deg13min44secW for 61.33 feet to the POINT OF BEGINNING.

All of the above described Parcel of land situated, being and lying in the City of Homestead, Miami-Dade County, Florido and containing 69,621.52 Square Feet or 1.60 Acres more or less.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THREE



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MENDED AMENDED	MASTER DECLARA	TION - EXHIBIT 16
LEGAL DE	SCRIPTION TO ACC	OMPANY SKETCH
HAWKED FOR KEYS GAT	TE COMMUNITY ASS	OCIATION, INC.
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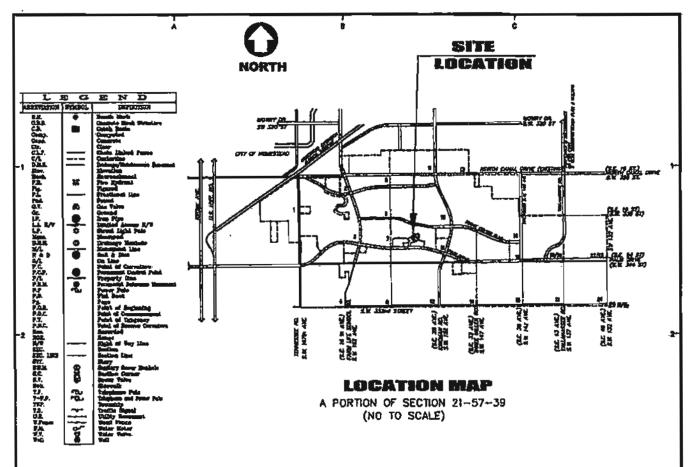


TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THREE



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

	MASTER DECLAR	ATION - EXHIBIT 16
		GAL DESCRIPTION
	E COMMUNITY AS	SOCIATION, INC.
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Ser GERRY NO.	N/A	7 4
OPER SE	98N041-5860	or 4 96005



SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of NOOdeg25min21secE along the West line of Tract "A", of "CENTER GATE No.ONE", according to the Plat thereof as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida.
- 3) Not valid without the signature and the ariginal raised seal of a Florido Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examinations of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title research has been performed to determine If there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61617-6, Florida Administrative Code.

Ford, Amnenteros & Manucy, Inc. L.B. 6557

Date: 11-06-2002 Revision 1: 01-10-2003 Revision 2: 05-07-2003 Revision 3:

BY:

Edwin J. Fernandez, P.S.M. For the Firm

Professional Surveyor and Mapper State of Florida, LS. No. 5676

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FOUR



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	AMENDED	MASTE	R DECLARA	TION - EXHIBIT 16
				CATION MAP
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	ANC CROSSO BUT	SCALE	N/A	1
	GEORGA PE	PROJECT No.	991/041,5990	

LEGAL DESCRIPTION:

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of sold Tract "A"; thence the following four (4) courses being along the South Line of sold Tract "A", of sold Plot of "CENTER GATE NO. ONE", and along the North Right—of—way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N894eg34min39eec for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along sold curve, cancave to the North, having for its elements a radius of 4393.79 feet, a central angle of 04deg30min01eac, for an arc distance of 345.11 feet; 3.) thence N85deg04min38eec for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, cancave to the South, having for its elements a radius of 3653.61 feet, a central angle of 05deg07min07eac, for an arc distance of 390.16 feet; thence N01deg14min14eact for 10.08 feet; thence N01deg31min15eact for 16.00 feet to the POINT OF BEGINNING of the herobafter described Porcel of land; thence S89deg28min44eact for 15.01 feet; thence N00deg31min15eact for 7.70 feet to a point of curvature of a circular curve to the left, concave to the Southheast; thence Southheast thence S03deg13min45eact for 15.00 feet, through a central angle of 31deg15min00sec, for an arc distance of 40.91 feet to a point of tangency; thence S58deg13min44eact for 14.7.79 feet to a point of curvature of a circular curve to the right; cancave to the Northwest; thence Southheast thence Southheast thence Southheast are a radius of 10.00 feet, through a central angle of 6deg10min56eac, for an arc distance of 43.16 feet to a point of curya for a circular curve to the right; cancave to the Northwest; thence Northeasterly, Northerly and Northwesterly along the arc of sold curve, having for its elements a radius of 10.00 feet, through a central angle of 9deg10min56eac, for an arc distance of 43.16 feet to a point of tangency; thence Northerly and Northwesterly along the arc of sold curv

LESS:

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; thence the following four (4) courses being along the South Line of said Tract "A", of said Piot of "CENTER GATE NO. ONE", and olong the North Right-of-way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 13410, Page 154 through 157, Dade County, Florida; 1.) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left; 2.) thence Easterly along said curve, concave to the North, having for its elements a radius of 4393.79 feet, a central angle of O4deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N85deg04min38secE for 125.00 feet to a point of curvature of a circular curve to the right; 4.) thence Easterly along said curve, concave to the South, having for its elements a radius of 3553.61 feet, a central angle of O5deg07min07sec, for an arc distance of 390.16 feet; thence N01deg14min16secW for 309.88 feet; thence N88deg33min44secE for 11.20 feet; thence N88deg28min44secE for 15.81 feet; thence N00deg31min16secW for 46.00 feet; thence N89deg28min44secE for 15.81 feet; thence N00deg31min16secW for 142.82 feet to the POINT OF BEGINNING of the hereinafter described Parcel of land; thence S89deg28min44secW for 93.33 feet; thence S00deg31min16secW for 132.82 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly and Easterly along the arc of said curve, having for its elements a radius of 10.00 feet, through a central angle of 90deg00min00sec, for an arc distance of 15.71 feet to a point of tangency; thence N89deg28min44secE for 4.30 feet thence of acid curve, having for its elements a radius of 75.00 feet, through a central angle of 31deg15min00sec, for an arc distance of 40.91 feet to a point of tangency; thence N89deg18min44secE for 69.46 feet; thence N31deg48min16secW for 69.46 feet; thence N31deg48min16secW for 50.76 feet; thence N58deg13min44secE for 56.33 feet; thence N43deg50min21secE for 108.78 feet to a point or the

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FOUR



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COMMENCE at Reference Point "A"; thence S00deg31min16secE for 54.74 feet; thence N89deg28min44secE for 10.70 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue N89deg28min44secE for 51.00 feet; thence S00deg31min16secE for 18.00 feet; thence S89deg28min44secW for 51.00 feet; thence N00deg31min16secW for 18.00 feet to the POINT OF BEGINNING.

AND TOGETHER WITH AND INCLUDING PARKING AREA;

COMMENCE at Reference Point "A"; thence S00deg31min16secE for 54.74 feet; thence N89deg28min44secE for 1.88 feet; thence S00deg31min16secE for 12.67 feet to the P0INT OF BEGINNING of the hereinafter described parcel; thence S31deg46min16secE for 119.00 feet; thence S58deg13min44secW for 18.00 feet; thence N31deg46min16secW for 119.00 feet; thence N58deg13min44secE for 18.00 feet to the P0INT OF BEGINNING.

LESS (BUILDING No. 5)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plot Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at the Reference Point A; thence NOOdeg31min16secE for 75.59 feet to a point on the North Line of said Tract "A"; thence N89deg28min44secE along said North line for 178.14 feet; thence N52deg40min58secE for 5.60 feet; thence S00deg31min16secE for 209.65 feet; thence S89deg28min44secW for 10.00 feet; thence S00deg31min16secE for 3.50 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue S00deg31min16secE for 125.00 feet; thence S89deg28min44secW for 61.33 feet; thence N00deg31min16secW for 125.00 feet; thence N89deg28min44secE for 61.33 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 7)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recorded in PLat Book 133, at Page 7, of the Public Records of Dade County, Florida. More particularly described as follows:

COMMENCE at Reference Point A; thence N00deg31min16secW for 25.98 feet; thence S89deg28min44secW for 10.71 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S00deg55min33secE for 5.43 feet; thence S43deg50min21secW for 205.16 feet; thence S58deg13min44secW for 18.22 feet; thence N46deg09min39secW for 56.80 feet; thence N43deg50min21secE for 226.67 feet, thence S46deg09min39secE for 57.50 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 9)

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plat thereof, as recarded in Plat Book 133, at Page 7, of the Public Records of Oade County, Florida. More particularly described as follows:

COMMENCE at Reference Point A; thence S43deg50min21secW for 108.78 feet; thence S58deg13min44secW for 56.33 feet; thence S31deg46min16secE for 11.89 feet; thence S58deg13min44secW for 5.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S31deg46min16secE for 226.66 feet; thence S58deg13min44secW for 61.33 feet, thence N31deg46min16secW for 226.66 feet; thence N58deg13min44secE for 61.33 feet to the POINT OF BEGINNING.

All of the above described Parcel of land situated, being and lying in the City of Homestead, Miami-Dade County, Florida and containing 35,142.61 Sq. Ft. or 0.81 Acres more or less.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FOUR



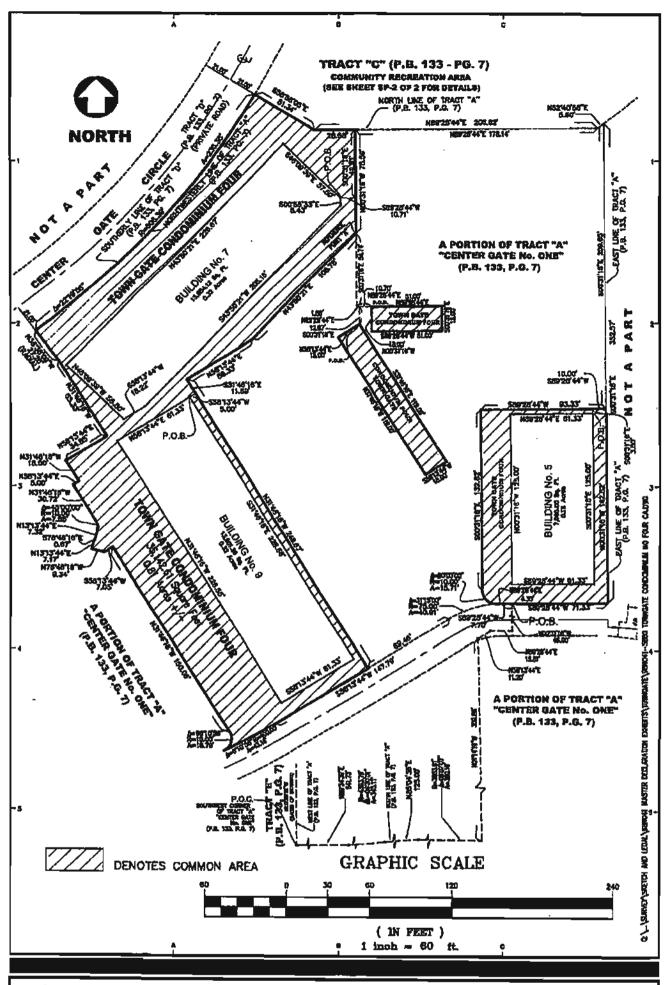
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. B4th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805

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TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FOUR



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 THE ST MADE AMENDED MASTER DECLARATION - EXHIBIT 16

SEET NAME SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RESPONDE KEYS GATE COMMUNITY ASSOCIATION, INC.

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DAIL CHESTS RE	SCALE.	1*=60*	1
OEDED IN	PROJECT (No	98N041-5850	

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of NOOdeg25min21secE along the West line of Tract "A", of "CENTER GATE No.ONE", according to the Plat thereof as recorded in Plat Book 133, at Page 7, of the Public Records of Dade County, Florida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examinations of ABSTRACT OF TITLE will have to be made to determine recorded instruments. If any affecting this property.
- 5) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized far.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: 11-06-2002 Revision 1: 01-10-2003 Revision 2: 05-07-2003

Professional Surveyor and Mapper State of Florida, LS. No. 5676

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 THE OF MALESE AMENDED MASTER DECLARATION - EXHIBIT 16

BREET NAME SURVEYOR'S NOTES AND LOCATION MAP

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C. NAMENYSCION AND LEGAL/SOROM MATER ENTLANDS EMETS/TOWART SOROM-2000 TOWART CONCOUNTS NO FIRE CALING

A portion of Tract "A", of "CENTER GATE NO. ONE", according to the plot thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Mlami—Dade County, Florida, being more particularly described as fallows:

COMMENCE at the Southwest Corner of Tract "C", of sold "CENTER GATE NO. ONE"; said point being on a circular curve to the right, concave to the northwest, where said point being on a circular curve to the right, concave to the northwest, where the radial point bears N58deg58min06secW; thence southwesterly along the arc of said curve, having for its elements a radius of 606.39 feet, through a central angle of 22deg19min56sec for an arc distance of 236.35 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S36deg38min09secE for 27.28 feet; thence S31deg46min16secE for 65.33 feet; thence S58deg13min44secW for 5.00 feet; thence S31deg46min16secE for 18.00 feet; thence S58deg13min44secW for 5.00 feet; thence S31deg46min16secE for 30.72 feet to a point of curvature of a sincular curve to the right, cancave to the west; thence southerly along the arc of circular curve to the right, cancave to the west; thence southerly along the arc of said curve, having for its elements a radius of 10.00 feet, through central angle of 45deg00min00sec for an arc distance of 7.85 feet to a point of tangency; thence \$13deg13min44secW for 7.32 feet; thence \$75deg46min16secW for 0.67 feet; thence \$13deg13min44secW for 7.17 feet; thence \$75deg46min16secE for 9.34 feet; thence \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; thence \$75deg46min16secE for 160.06 feet to a \$75deg13min44secE for 7.05 feet; 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thence westerly along the arc of said curve, having for its elements a radius of 400.00 feet, through a central angle of 10deg38min38sec for an arc distance of 74.31 feet to a point of compound curvature with a circular curve to the right, concave to the north; thence westerly along the arc of said curve, having for its elements a radius of 150.00 feet, through a central angle of 29deg29min35sec for an arc distance of 82.36 feet to a point of reverse curvature with a circular curve to the left, concave to the south; thence westerly along the arc of said curve, having for its elements a radius of 412.00 feet, through a central angle of 05deg54min37sec for an arc distance of 42.50 feet to a point; thence NOBdeg38min16secE for 12.00 feet to a point on a circular curve to the left, concave to the south, where the radial point bears SOBdeg38min16secW; thence westerly along the arc of said curve, having for its elements a radius of 424.00 feet, through a central angle of 02deg23min31sec for an arc distance of 17.70 feet to a point of reverse curvature with a circular curve to the right, concave to the northeast; thence northwesterly along the arc of said curve, having for its elements o radius of 28.00 feet, through a central angle of 61deg43min40sec for an arc distance of 30.17 feet to a point of reverse curvature with a circular curve to the left, concave to the southwest; thence northwesterly feet to a point of reverse curvature along the arc of said curve, having for its elements a radius of 249.00 feet, through a central angle of D9deg44min42sec for an arc distance of 42.35 feet to a point of tangency; thence N31deg46min16secW for 75.90 feet to a point of curvature with a circular curve to the right, concave to the northeast; thence northwesterly along the arc of said curve, having for its elements o radius af 188.00 feet, through central angle of 16deg14min54sec for an arc distance of 53.31 feet to a point of tangency; thence N15deg31min22secW for 51.90 feet to a point feet to a point of tangency; thence N15deg31min22secW for 51.90 feet to a point on a circular curve to the left, concave to the northwest, where the radial point bears S16deg23min23secE; thence northeasterly along the arc of said curve, also being the Northerly Line of said Tract "A", and the Northerly Right—of—Way Line of said Tract "A". said PALM DRIVE (S.E. 24th Street), having for its elements a radius of 606.39 feet, through a central angle of 20deg14min46sec for an arc distance of 214.27 feet to the POINT OF BEGINNING.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE

Official Tra



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 THE STREET AMENDED MASTER DECLARATION - EXHIBIT 16

SELET MADE:

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PROPRIED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

STREET

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LESS (BUILDING No. 10)

A portion of Tract "A", of 'CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of Tract "C", of said "CENTER GATE NO. ONE"; said point being an a circular curve to the right, concave to the northwest, where the radial point bears N58deg58min06secW; thence southwesterly along the arc of said curve, having for its elements a radius of 606.39 feet, through a central angle of 22deg19min56sec for an arc distance of 236.35 feet; thence S36deg38min09secE for 27.28 feet; thence S58deg13min44secW for 2.50 feet to the POINT OF BEGINNING of hereinafter described parcel; thence S31deg46min16secE for 61.00 feet; thence S58deg13min44secW for 226.67 feet; thence N31deg46min16secW for 57.66 feet; thence N15deg31min22secW for 3.47 feet; thence N58deg13min44secE for 225.69 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 11)

A portion of Tract "A", of 'CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County,. Florida, being more particularly described as follows:

COMMENCE at the Southwest Comer of Tract "C", of said "CENTER GATE NO. ONE"; said point being on a circular curve to the right, concave to the northwest, where the radial point bears N58deg58min06secW; thence southwesterly along the arc of said curve, having for its elements a radius of 506.39 feet, through a central angle of 42deg34min42sec for an arc distance of 450.63 feet; thence S15deg31min22secE for 51.90 feet to a point of curvature of a circular curve to the left, concave to the northeast; thence southeasterly along the arc of said curve, having for its elements a radius of 188.00 feet, through central angle of 16deg14min54sec for an arc distance of 53.31 feet to a point of tangency; thence S31deg46min16secE for 16.36 feet; thence N58deg13min44secE for 61.33 feet; thence S31deg48min16secE for 124.99 feet; thence S58deg13min44secW for 61.33 feet; thence N31deg48min16secW for 124.99 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 12)

A portion of Tract "A", of 'CENTER GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of Tract "C", of said "CENTER GATE NO. ONE"; said point being an a circular curve to the right, concave to the northwest, where the radial point bears N58deg58min05secW; thence southwesterly along the arc of said curve, having for its elements a radius of 606.39 feet, through a central angle of 42deg34min42sec for an arc distance of 450.63 feet; thence S15deg31min22secE for 51.90 feet to a point of curvature of a circular curve to the left, concave to the northeast; thence southeasterly along the arc of said curve, having for its elements a radius of 188.00 feet, through central angle of 16deg14min54sec for an arc distance of 53.31 feet to a point of tangency; thence S31deg46min16secE for 75.90 feet to a point of curvature of a circular curve to the right, concave to the southwest; thence southeasterly along the arc of said curve, having for its elements a radius of 249.00 feet, through central angle of 09deg44min42sec for an arc distance of 42.35 feet to a point of reverse curvature of a circular curve to the left, concave to the northeast;

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-8472 FAX (305) 470-2805

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THE OF HILLS	AMENDED MASTER DECLARATION - EXHIBIT 16
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thence southeasterly along the arc of said curve, having for its elements a radius of 28.00 feet, through a central angle of 61deg43min40sec for an arc distance of 30.17 feet to a point of reverse curvature with a circular curve to the right, concave to the south; thence easterly along the arc of said curve, having for its elements a radius of 424.00 feet, through a central angle of 02deg23min31sec for an arc distance of 17.70 feet to a point; thence S08deg38min16secW for 12.00 feet to a point on a circular curve to the right, concave to the south, where the radial point bears S08deg38min16secW; thence easterly along the arc of said curve, having for its elements a radius of 412.00 feet, through a central angle of 05deg54min37sec for an arc distance of 42.50 feet to a point of reverse curvature with a circular curve to the left, concave to the north; thence easterly along the arc of said curve, having for its elements a radius of 160.00 feet, through a central angle of 06deg18min45sec for an arc distance of 17.63 feet; thence N58deg13min44secE for 10.94 feet to the POINT OF BEGINNING of hereinafter described parcel; thence N31deg46min16secW for 61.00 feet; thence N58deg13min44secE for 112.33 feet; thence S31deg46min16secE for 61.00 feet; thence S58deg13min44secW for 112.33 feet to the POINT OF BEGINNING.

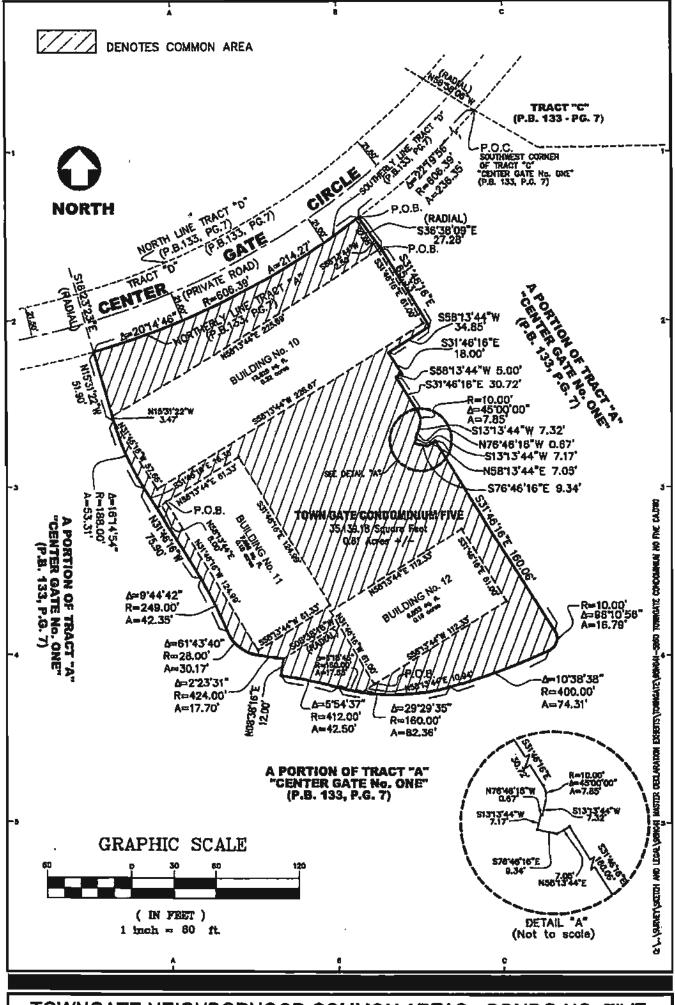
All of the above described Parcel of Land situated, being and lying in The City of Homestead, Miami—Dade County, Florida and containing 35,139.18 square feet or 0.81 acres, more or less.

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TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE



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TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE

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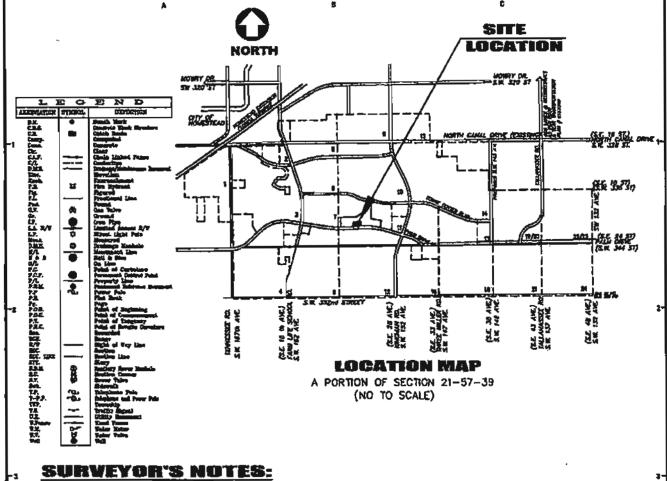


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

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SKETCH TO	O ACCOMPANY LEG	AL DESCRIPTION
METHER FOR KEYS GATE	E COMMUNITY ASS	OCIATION, INC.
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- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of NOOdeg25min21secE along the West line of Tract "A", of "CENTER GATE No.ONE", according to the Plot thereof as recorded in Plot Back 133, at Page 7, of the Public Records of Dade County, Fiorida.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examinations of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
- 5) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

- I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.
- I further certify that this sketch was prepared in occordance with the applicable provisions of Chapter 61617—8, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: 11-06-2002 Revision 1: 01-10-2003 Revision 2: 05-07-2003

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SIX



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 THE OF PROJECT AMENDED MASTER DECLARATION - EXHIBIT 16

SERT HAND:
SURVEYOR'S NOTES AND LOCATION MAP

REPRESENTED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

SOURCE STATE OF THE STATE N/A

OCCUPANT OF A SHOOTS OF A SHOOTS

A portion of Tract "A", of "CENTER GATE NO.ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; the next two (2) courses being along the Southerly Line of said Tract "A", sald line also being the Northerly Right-of- Way Line of PALM DRIVE (S.W. 24th Street) as per Official Records Book 13410, Page 154-157, of the Public Records of Miami-Dade County, Florida; 1) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left, concave to the North; thence Easterly along the arc of said curve, having for its elements a radius of 4393.79 feet, through a central angle of 00deg57min29sec for an arc distance of 73.47 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence NOOdeg25min21secW for 190.15 feet; thence N89deg34min39secE for 63.38 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Northeasterly along the arc of sold curve, having for its elements a radius of 262.00 feet, through a central angle of 25deg00min28sec for an arc distance of 114.35 feet to a point of reverse curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly along the arc of said curve, having for its elements a radius of 388.00 feet, through a central angle of 19deg22min13sec for an arc distance of 131.17 feet to a point of compound curvature of a circular curve to the right, concave to the Southwest; thence Northeasterly along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 07deg20min09sec for an arc distance of 3.84 feet; thence S05deg29min38secE for 29.54 feet; thence S40deg58min44secW for 2.37 feet; thence S02deg32min55secE for 150.28 feet; thence S42deg27min05secW for 25.15 feet; thence SB7deg27min05secW for 67.34 feet; thence S04deg21min55secE for 37.34 feet to a point on a circular curve to the right, concove to the Northwest, where the radial point bears SO4deg21min55secE; thence Westerly along the arc of said curve, also being the Northerly Right-of-Way line of PALM DRIVE (S.W. 24th Street) having for its elements a radius 4393.79 feet, through a central angle of 02deg59min06sec for an arc distance of 228.90 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 16)

A portion of Tract "A", of "CENTER GATE NO.ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; the next two (2) courses being along the Southerly Line of said Tract "A", said line also being the Northerly Right-of—Way Line of PALM DRIVE (S.W. 24th Street) as per Official Records Book 13410, Page 154—157, of the Public Records of Miami-Dade County, Florida; 1) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left, concave to the North; thence Easterly along the arc of said curve, having for its elements a radius of 4393.79 feet, through a central angle of 03deg03min28sec for an arc distance of 234.50 feet; thence N02deg32min55secW for 48.93 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence N02deg32min55secW for 61.33 feet thence N87deg27min05secE for 84.46 feet; thence N02deg32min55secE for 84.46 feet; thence S42deg27min05secE for 61.33 feet; thence S92deg32min55secE for 128.87 feet; thence S42deg27min05secW for 23.94 feet; thence S87deg27min05secW for 128.87 feet to the POINT OF BEGINNING.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SIX



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ı	LEGAL DESCRIPTION TO ACCOMPANY SKETCH				
KEYS GATE COMMUNITY ASSOCIATION, INC.					
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A portion of Tract "A", of "CENTER GATE NO.ONE", according to the plot thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Tract "A"; the next two (2) courses being along the Southerly Line of said Tract "A", said line also being the Northerly Right—of—Way Line of PALM DRIVE (S.W. 24th Street) as per Official Records Book 13410, Page 154—157, of the Public Records of Miami—Dade County, Florida; 1) thence N89deg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left, concave to the North; thence Easterly along the arc of said curve, having for its elements a radius of 4393.79 feet, through a central angle of 00deg57min29sec for an arc distance of 73.47 feet; thence N00deg25min21secW for 173.60 feet; thence N87deg27min05secE for 4.78 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N87deg27min05secE for 61.30 feet thence S02deg32min55secE for 63.62 feet; thence N87deg27min05secE for 84.50 feet; thence S02deg32min55secE for 65.35 feet; thence S87deg27min05secW for 128.87 feet; thence N47deg32min55secW for 23.94 feet; thence N02deg32min55secW for 112.04 feet to the POINT OF BEGINNING.

All of the above described land situated, being and lying in The City of Homesteod, Miami-Dade County, Florida and containing 33,378.14 Square Feet or 0.77 Acres more or less.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SIX



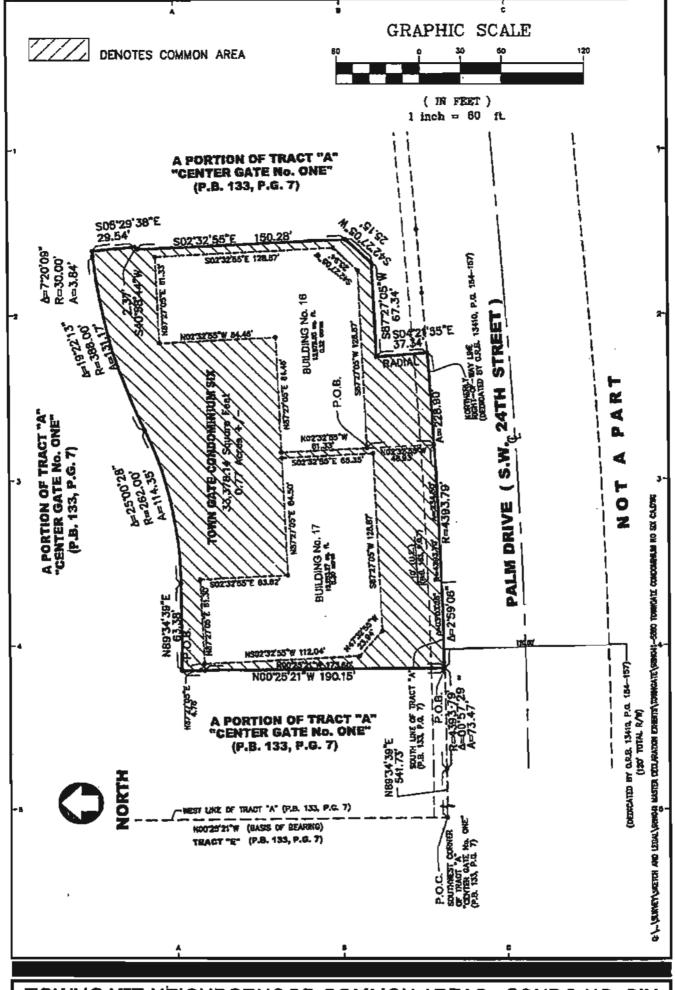
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2806

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CHESTED FO PRESIDENT Mr. 98N041-5860

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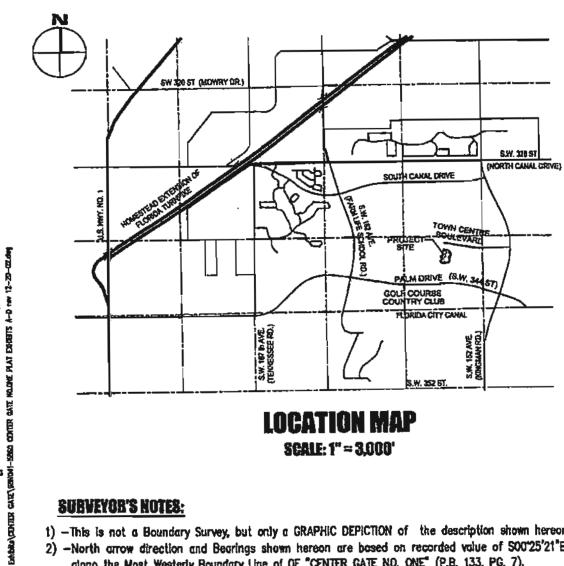


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

	AMENDEL	MASTE	R DECLARA	ITION - EXHIBIT 16	
		O ACCO	DMPANY LEC	GAL DESCRIPTION	
	KEYS GATE COMMUNITY ASSOCIATION, INC.				
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Exhibit 28

"Towngate/Arbor Park Shared District"



- t) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -North arrow direction and Bearings shown hereon are based on recorded value of S00'25'21"E along the Most Westerly Boundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mopper. Additions or deletions to survey maps or reports by other than the signing porty or parties is prohibited without written consent of the signing party or parties.
- 4) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 5) —The Sketch and Legai Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or crising out of the creation of the easements. Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CENTIFICATE:

We Hereby Certify to the best of our knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. We further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Monucy, Inc. Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Revision: APRIL 27, 2005 (3RD AMD.)

Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

TOWNGATE/ARBOR PARK SHARED DISTRCIT COMMON AREA



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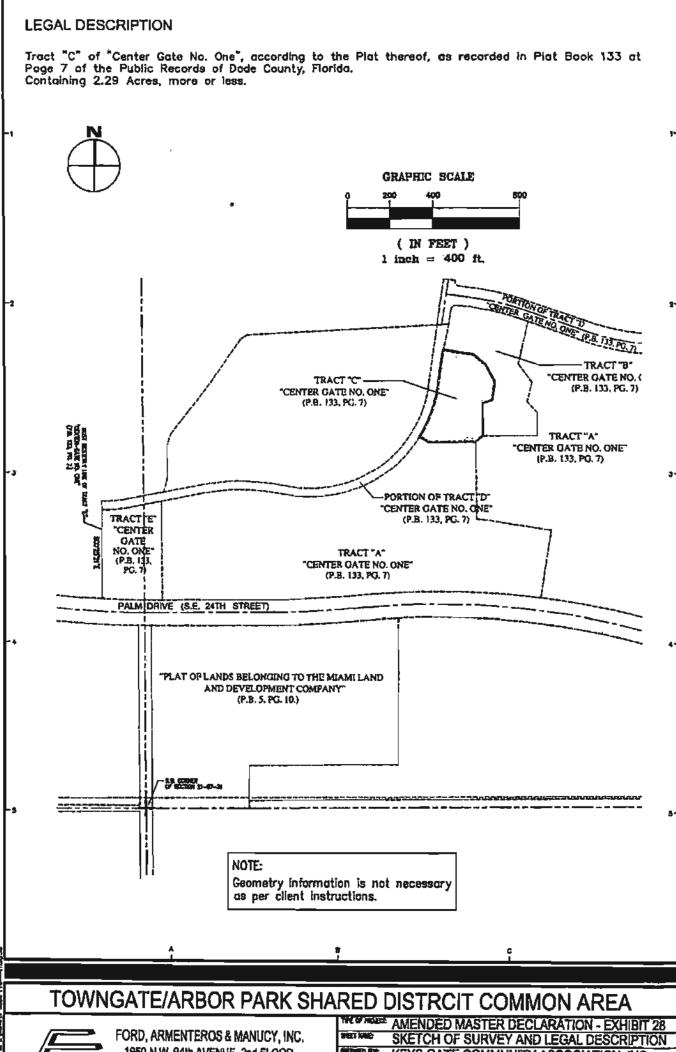
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FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

	MASTER DECLARA			
BEST NAME LOCATION	NMAP & SURVEYOR'S	SNOTES		
KEYS GATE COMMUNITY ASSOCIATION, INC.				
ORAM STE. B. ROJAS	⁸⁴⁷⁰ 10-24-2002	SHEET:		
(ME. DESCRIPTOR	SCALE: AS SHOWN	7		
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1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

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	THE OF HELE	* AMENDE	MASTE	R DECLAR	ATION - EXHIBIT 28
	SHET KAND				GAL DESCRIPTION
	FRANKED FLORE	KEYS GA	TE COM	MUNITY ASS	SOCIATION, INC.
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Exhibit 20

"Maintenance of Residences"

EXHIBIT 20

RESIDENCE AND LAWN MAINTENANCE

 <u>Arbor Park</u> – Association provides roof, exterior Residence painting, landscaping, irrigation, lawn maintenance, and mail boxes.

Association shall not be responsible for repairing gutters, facia, plate glass, sliding doors, window screens, garage doors and light fixtures.

Association shall paint Residences approximately every seven (7) years. Association shall fill in cracks prior to painting but shall have no responsibility to repair or fill in cracks otherwise.

Association shall maintain lawns of Residences including cutting, mulching, replacement of originally installed trees and shrubs. Any additional landscaping from original installation by Declarant must be approved by the Committee and shall be the maintenance and repair responsibility of the Owner. To the extent that any portion of a Residence is fenced or not accessible, Association shall have no responsibility to maintain the same.

Association shall maintain, repair and replace sprinkler systems.

- 2. <u>August Greens Phase 1 Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair and no Residence maintenance.
- 3. <u>Augusta Greens Phase 2 Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair and no Residence maintenance.
- Centergate Neighborhood Association provides irrigation and lawn maintenance and repair, but no Residence maintenance.
- 5. <u>Dunwoodie Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 6. <u>Eastlake Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 7. <u>Fairways Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 8. Keys Landing Neighborhood Association provides no Residence irrigation, lawn maintenance or repair.
- Northgate Neighborhood Repair and pressure clean roofs. Repair of roofs provided twenty percent (20%)
 or less of surface area of the roof requires repair. Any repair or maintenance covering more than twenty
 percent (20%) of the surface area is the sole responsibility of Owner.

Association shall not be responsible for repairing gutters, facia, plate glass, sliding doors, window screens, garage doors and light fixtures.

Association shall paint Residences approximately every seven (7) years. Association shall fill in cracks prior to painting but shall have no responsibility to repair or fill in cracks otherwise.

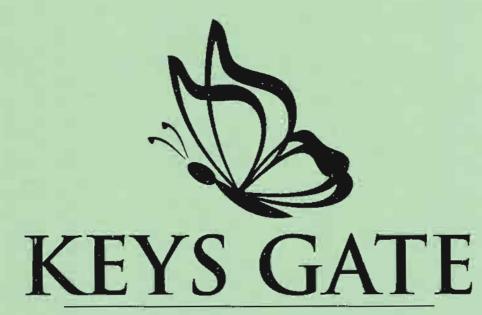
Association shall maintain lawns of Residences including cutting, mulching, replacement of originally installed trees and shrubs. Any additional landscaping from original installation by Declarant must be approved by the Committee and shall be the maintenance and repair responsibility of the Owner. To the

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extent that any portion of a Residence is fenced or not accessible, Association shall have no responsibility to maintain the same.

Association shall maintain, repair and replace sprinkler systems.

- 10. Shores at Keys Gate Neighborhood Association provides no Residence irrigation, lawn maintenance or repair,
- 11. Towngate Neighborhood Association shall maintain landscaping, mail boxes, irrigation and dumpsters.



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THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO:

BEN SOLOMON, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141



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HARVEY RUVIN, CLERK OF COURT

MIAMI-BADE COUNTY, FLORIDA



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

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE (this "Fourth Amendment") is made by M&H HOMESTEAD, LTD., a Florida limited partnership ("Declarant"), and joined in by KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

- A. On September 10, 2003, Declarant recorded that certain Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21630, at Page 3698 of the Public Records of Miami-Dade County, Florida (the "Amended and Restated Declaration"), creating the community known as Keys Gate (the "Community"). On January 9, 2004, Declarant recorded that certain First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21963, at Page 291 of the Public Records of Miami-Dade County, Florida (the "First Amendment"). On January 12, 2004, Declarant recorded that certain Second Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21966, at Page 193 of the Public Records of Miami-Dade County, Florida (the "Second Amendment"). On July 1, 2005, Declarant recorded that certain Third Amendment to Amended and Restated Declaration of Master Covenant for Keys Gate in Official Records Book 23534, at Page 4268 of the Public Records of Miami-Dade County, Florida (the "Third Amendment"). The Amended and Restated Declaration, the First Amendment, the Second Amendment and the Third Amendment are hereinafter collectively referred to as the "Declaration."
- B. Section 4.2 of the Declaration permits Declarant to amend the Declaration as it deems appropriate without the joinder or consent of any other person or entity whatsoever prior to the Turnover Date (as defined in the Declaration), which date has not yet occurred.
 - C. Declarant desires to amend the Declaration as set forth herein.

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

- 1. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Fourth Americannt.
- 2. <u>Conflicts</u> In the event that there is a conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control. Whenever possible, this Fourth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. <u>Capitalized Terms</u>. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except that the defined term "Declaration" is hereby modified as follows:

"<u>Declaration</u>" shall mean the Declaration, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment, together with all amendments and modifications thereof.

4. <u>Definitions</u>. The following definitions are hereby added to Section 3 of the Declaration:

"Shoma Homes Kevs Gate Executive Townhomes" shall mean the Neighborhood legally described in Exhibit 37 attached hereto.

- "Shoma Homes Keys Gate, a Condominium" shall mean the Neighborhood legally defined in Exhibit 38 attached hereto.
- 5. Exhibit 18. Exhibit 18 of the Declaration is hereby deleted in its entirety and replaced with the Exhibit 18 attached hereto as Exhibit A.
- 6. Exhibit 20. Exhibit 20 of the Declaration is hereby deleted in its entirety and replaced with the documents attached as Exhibit B hereto.
- 7. Exhibit 37. Exhibit C attached hereto shall be added to the Declaration as Exhibit 37.
- 8. Exhibit 38. Exhibit D attached hereto shall be added to the Declaration as Exhibit 38 thereto.
- 9. <u>Exhibit 13</u>. The Neighborhoods legally described in <u>Exhibit C</u> and <u>Exhibit D</u> attached hereto are hereby added to the Hibiscus District, as legally defined in <u>Exhibit 13</u> of the Declaration.
- 10. <u>Liability for Assessments</u>. Section 13.11 of the Declaration is hereby deleted in its entirety and replaced with the following:
 - 13.11 <u>Liability for Assessments</u>. An owner of a Residence or Lot, regardless of how such owner's title to a Residence of Lot has been acquired including, without limitation, by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while an owner of such Residence or Lot. An owner's liability for Assessments may not be avoided for any reason including, without limitation, by waiver or suspension of the use or enjoyment of any of the Common Areas or by abandonment of the Residence or Lot upon which such Assessments are charged. An owner that acquires title to a Residence or Lot shall be jointly and severally liable with the previous owner of such Residence or Lot for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding the foregoing, Association may, without having any obligation to do so, reallocate any unpaid Assessments to all owners of a Residence or Lot as part of Operating Costs included within Assessments. Any sale or transfer of a Residence or Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the owner from liability for, nor the Residence or Lot from the lien of any Assessments made prior to such sale or thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to such owner. In the event Association makes such payment on behalf of an owner of a Residence or Lot, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an owner pursuant to this Section shall be added to Assessments payable by such owner with appropriate interest. Without limiting the foregoing, Developer shall be exempt from this Section and the lien for Assessments shall be superior to all other liens save and except tax liens.
- 11. Applicability of Section 15. Section 15.4 of the Declaration is hereby modified as follows:
 - 15.4 Applicability to Declarant and Association. The provisions of this Section 15 shall not be applicable to Declarant or Association including, without limitation, in the event that Association owns a Residence as a result of foreclosure, deed in lieu of foreclosure or otherwise. Additionally, Declarant shall have the right, but not the obligation, to exempt a Builder from the requirements of this Section 15 as Declarant deems necessary or desirable, in its sole and absolute discretion, from time to time.
- 12. <u>Transfers Subject to Approval</u>. The following provisions are hereby added as new Sections 15.5, 15.6, 15.7, 15.8, 15.9 and 15.10 of the Declaration:
 - 15.5 Transfers Subject to Approval.
 - 15.5.1 Sale. No Owner may dispose of a Residence or any interest therein by sale without approval of Association.
 - 15.5.2 <u>Lease</u>. No Owner may transfer possession of a Residence or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease

previously approved by Association under this Section 15, shall be resubmitted for approval by Association. No Owner may transfer possession of a Residence or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease for any reason in its sole and absolute discretion including, but not limited to, until such time as an Owner is current in payment of such Assessments.

- 15.5.3 Gift. If any Owner proposes to transfer a Residence by gift, the proposed transfer shall be subject to the approval of Association.
- 15.6 Approval by Association. To obtain approval of Association which is required for the transfer of Residences, each Owner shall comply with the following requirements:

15.6.1 Notice to Association.

- 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 concerning 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.
- 15.6.1.2 Lease. An Owner intending to make a bona fide lease 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 intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.
- 15.6.1.3 Gift. An Owner who proposes to transfer his or her title by gift 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 the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.
- Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Residence, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.
- 15.6.1.5 <u>Effect and Manner of Notice</u>. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

15.6.2 Certificate of Approval.

15.6.2.1 <u>Sale</u>. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed

transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records.

- 15.6.2.2 <u>Lease</u>. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.
- 15.6.2.3 Devise or Inheritance. Any person who has obtained a Residence by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Residence) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Residence as may be reasonably required by the Board and a certified copy of the instrument by which such Residence was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 15.6.2.4 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.
- 15.6.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Residence. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.
- 15.6.3 Approval of Owner Other Than an Individual. Inasmuch as the Residence may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Residence for such use, if the Owner or purchaser of a Residence is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Residence shall be deemed a change of ownership subject to Association approval pursuant to this Section.
- 15.7 <u>Disapproval by Association</u>. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Residence, the matter shall be disposed of in the following manner:
- 15.7.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information by Association. Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Residence, upon the following terms:
- 15.7.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.
- 15.7.1.2 The purchase price shall be paid by official check or federal wire.

- 15.7.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Owner and shall be upon terms no less favorable than the terms of the disapproved contract.
- 15.7.1.4 If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 15.
- 15.7.2 <u>Lease</u>. In the event the Board, in its sole and absolute discretion, disapproves of a transfer of possession of a Residence by lease, then the Owner may not lease the Residence to the intended lessee for whom the Owner sought approval.
- 15.7.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance. the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser approved by the Board to purchase the respective Residence at its fair market value. The fair market value of the Residence will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.L. appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Residence, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Residence in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Residence, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.
- 15.8 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by a Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Residence concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Residence at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Declarant.
- 15.9 <u>Unauthorized Transactions</u>. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

15.10 Notice of Lien or Suit.

- 15.10.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Residence other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.
- 15.10.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Residence; such notice is to be given within five (5) days after the Owner receives knowledge thereof.
- 15.10.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.
- 13. Modification. Except as the Declaration is amended by this Fourth Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect. Nothing contained herein shall effect, modify or delete any changes made in any amendments to the Declaration which are labeled by a higher number and recorded prior to the recording of this Fourth Amendment (i.e. the Fifth Amendment to Declaration, the Sixth Amendment to the Declaration and the Seventh Amendment to Declaration including without limitation, any and all changes made to **Exhibit 20** of the Declaration under the Seventh Amendment to Declaration.
- 14. Effective Date. This Fourth Amendment shall be effective as of July 2, 2005.
- 15. Covenant. This Fourth Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hercunto set its hand and seal this 25 day of 2008.

WITNESSES:	M&H HOMESTEAD, LTD., a Florida limited partnership
Print Name: L.VW.45 Print Name: L.VW.45	By: Michael Latterner Title: General Partner
STATE OF FLORIDA) SS.: COUNTY OF MIAMI-DADE)	
2008 by Michael Lattern	ncknowledged before me this 2545 day of the day and the day are day as general partner of M&H HOMESTEAD, LTD., a mown to me or who has produced
My commission expires:	NOTARY PUBLIC, State of Florida at Large
C. VARGAS Commission DD 660144 Express May 18, 2011	Print Name: CVAVGVS

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REYS GATE COMMUNITY ASSOCIATION, INC.

KEYS HALL COMMUNITY ASSOCIATION, INC. ("Master Association") does hereby join to the Courth Amendment to Amended and Restated Declaration of Master Community for Keys Unite the Tourth Amendment's to which the Joinder is another, and the territor thereof are and shall be brinding upon the inderesting of and its suscessors in title. Muster Association agrees that this Joinder is for concerned upday and does not apply to the effectiveness of the bourth Amendment as Master beautiful in his provides the fourth Amendment.

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CATHERINE EASON
MY COMMISSION # DD736466
EXPIRES: November 25, 2011

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Exhibit A

CURRENT NEIGHBORHOODS

NEIGHBORHOOD NAME	TOTAL LOTS	TOTAL VOTES
ARBOR PARK	225	225
AUGUSTA GREENS AT KEYS GATE (PHASE II)	32	32
AUGUSTA GREENS – PHASE 1	34	34
CENTERGATE	408	408
DUNWOODIE	39	39
EASTLAKE	139	139
FAIRWAYS	69	69
KEYSLANDING	276	276
NORTHGATE	540	540
SHORES AT KEYS GATE	713	713
TOWNGATE	325	325
SHOMA HOMES KEYS GATE, A CONDOMINIUM	523	523
SHOMA HOMES KEYS GATE EXECUTIVE TOWNHOMES	406	406

Exhibit B

RESIDENCE AND LAWN MAINTENANCE

1. <u>Arbor Park</u> – Association provides roof, exterior Residence painting, landscaping, irrigation, lawn maintenance, and mail boxes.

Association shall not be responsible for repairing gutters, facia, plate glass, sliding doors, window screens, garage doors and light fixtures.

Association shall paint Residences approximately every seven (7) years. Association shall fill in cracks prior to painting but shall have no responsibility to repair or fill in cracks otherwise.

Association shall maintain lawns of Residences including cutting, mulching, replacement of originally installed trees and shrubs. Any additional landscaping from original installation by Declarant must be approved by the Committee and shall be the maintenance and repair responsibility of the Owner. To the extent that any portion of a Residence is fenced or not accessible, Association shall have no responsibility to maintain the same.

Association shall maintain, repair and replace sprinkler systems.

- 2. <u>August Greens Phase 1 Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair and no Residence maintenance.
- 3. <u>Augusta Greens Phase 2 Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair and no Residence maintenance.
- 4. <u>Centergate Neighborhood</u> Association provides irrigation and lawn maintenance and repair, but no Residence maintenance.
- 5. <u>Dunwoodie Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 6. <u>Eastlake Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 7. <u>Fairways Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 8. <u>Keys Landing Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 9. Northgate Neighborhood Repair and pressure clean roofs. Repair of roofs provided twenty percent (20%) or less of surface area of the roof requires repair. Any repair or maintenance covering more than twenty percent (20%) of the surface area is the sole responsibility of Owner.

Association shall not be responsible for repairing gutters, facia, plate glass, sliding doors, window screens, garage doors and light fixtures.

Association shall paint Residences approximately every seven (7) years. Association shall fill in cracks prior to painting but shall have no responsibility to repair or fill in cracks otherwise.

Association shall maintain lawns of Residences including cutting, mulching, replacement of originally installed trees and shrubs. Any additional landscaping from original installation by Declarant must be approved by the Committee and shall be the maintenance and repair responsibility of the Owner. To the extent that any portion of a Residence is fenced or not accessible, Association shall have no responsibility to maintain the same.

Association shall maintain, repair and replace sprinkler systems.

- Shoma Homes Keys Gate Condominium Neighborhood Association provides no Residence maintenance.
- 11. <u>Shoma Homes Keys Gate Executive Townhomes Neighborhood</u> Association provides no Residence maintenance.

- 12. <u>Shores at Keys Gate Neighborhood</u> Association provides no Residence irrigation, lawn maintenance or repair.
- 13. Towngate Neighborhood Association shall maintain landscaping, mail boxes, irrigation and dumpsters.

Exhibit C

SHOMA HOMES KEYS GATE EXECUTIVE TOWNHOMES

LEGAL DESCRIPTION

All those Lots contained in Blocks I through 49, inclusive, and Tracts B, C, D, E, F, G, H, J, K, L, M, N, O, P, I and Q, all of KEYS GARDEN, according to the Plat thereof, as recorded in Plat Book 165, Page 81, of the Public Records of Miami-Dade County, Florida.

SHOMA HOMES KEYS GATE, A CONDOMINIUM

SURVEY - PLOT PLAN - GRAPHIC DESCRIPTION

PULICE LAND SURVEYORS, INC. 5381 NOB FILL ROAD SURING FLORIDA 33851 (954) 572-1777 FAX (954) 572-1778 E-Mail: ourveye@pulicelandsurveyors.com LB#3870

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- PLOT PLAN - GRAPHIC DESCRIPTION EXHIBIT '8' SURVEY

PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNTRISE, PLORIDA 33351 (954) 572-1777 • FAX (954) 572-1778 E-Mall; surveys@pulicalandsurveyors.com

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SHOMA HOMES KEYS GATE, A CONDOMINIUM

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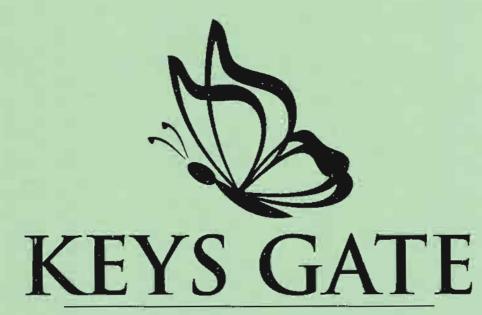
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RECORDED 07/11/2006 17:10:22
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by and is to be returned to:

Terri Grumer Sonn, Esq. Leopold, Korn & Leopold, P.A. 20801 Biscayne Blvd., suite 501 Aventura, Fl 33180

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

This Fifth Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate ("Fifth Amendment") is made as of this 12th day of December, 2005 by M & H Homestead, Ltd., a Florida limited partnership ("M & H"), and Keys Gate Community Association, Inc., a Florida not for profit corporation ("Association").

Recitals.

WHEREAS, the Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on September 10, 2003, in Official Records Book 21630, Page 3698, et seq., Public Records of Miami-Dade County, Florida (the "Declaration"); and

WHEREAS, the First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on January 9, 2004 in Official Records Book 21963, Page 291 ("First Amendment") and was further amended by Second Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate, recorded January 12, 2004, in Official Records Book 21966, Page 193, ("Second Amendment"); and Third Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate, recorded July 1, 2005, in Official Records Book 23534, Page 4268 ("Third Amendment"); and Fourth Amendment to Amended and Restated Declaration of Master Covenant for Keys Gate (which is currently unrecorded but has been approved by the Association, as of August, 2005) ("Fourth Amendment"); all recorded in the Public Records of Miami-Dade County, Florida. The Declaration together with the First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall hereinafter collectively be referred to herein as the "Declaration"); and.

WHEREAS, M & H is the Declarant under the Declaration; and

WHEREAS, pursuant to section 4.2 of the Declaration, the Declarant shall have the right to amend the Declaration as it deems appropriate without the joinder or consent of any entity whomsoever prior to the Turnover Date (as defined in the Declaration); and

WHEREAS, the Turnover Date has not occurred; and

WHEREAS, Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant, hereby amends the Declaration as follows:

The foregoing Recitals are true and correct and are incorporated herein by reference.

- Unless modified herein, all capitalized terms not defined herein shall have the same as in the Declaration.
- 3. Paragraph 3 of the Declaration entitled "Definitions" is hereby modified so that the definitions set forth in this paragraph 3 replaces those in the Declaration and adds additional definitions for use in the Declaration. The additional and replacement definitions and their attached exhibits are as follows:
 - a. <u>"Palm Isles Estates Neighborhood"</u> shall mean those areas described on <u>Exhibit 39</u> attached hereto.
 - b. "Palm Isles Estates Neighborhood Common Areas" shall mean those areas described on Exhibit 40 attached hereto. These Neighborhood Common Areas are for the exclusive use of the Palm Isles Neighborhood.
 - c. <u>"Palm Isles Estates Neighborhood Shared Common Areas with Cocoplum District"</u> shall mean those areas described on Exhibit 41 attached hereto.

The remaining definitions in paragraph 3 of the Declaration remain unchanged.

4. Exhibit 18 is hereby amended to add the following:

Neighborhood Name Total Lots Total Votes

Palm Isles 96 96.

5. <u>Exhibit 20</u> describes what maintenance is provided to Residences in each Neighborhood by Association. Exhibit 20 is hereby amended by adding the following:

Palm Isles: Association provides no Residence irrigation, lawn maintenance or repair.

- 6. Exhibit 22 is hereby amended to delete the legal description attached hereto as Exhibit 41.
- 7. Exhibit 27 is hereby amended to delete the reference to the Fairways Master Common Area Entrance Feature and the Cocoplum/Palm Isle Master Common Area Entrance Feature as the same is replaced under Exhibit 41 hereto. Exhibit 27 is hereby further amended to include the legals attached hereto as "Addendum to Exhibit 27".
- Except as the Declaration has been amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, the undersign hereunto set its hand and seal as of this _121 day	ned, being Declarant under the Declaration, has y of
WITNESSES:	M&H. HOMESTEAD, LTD., a Florida limited partnership
counces.	By / / Will bettern
Print Name: L. Vargas	Michael Latterner, General Partner
Nilan	(
Print Name: N·VAM	
STATE OF FLORIDA)	
COUNTY OF MIAMI-DADE) SS:	
	&H Homestead, Ltd., a Florida limited partnership, who
My commission expires:	NOTARY PUBLIC, State of Florida at Large
C. Vargas MY COMMISSION # DD200463 EXPIRES May 18, 2007 PONDED THEN TROY FAIR DESURANCE, INC.	Print Name: C. VANGAI

JOINDER AND CONSENT

Keys Gate Community Association, Inc., a Florida not for profit corporation

Keys Gate Community Association, Inc., a Florida not for profit corporation, does hereby join in the Fifth Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, to which this joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

In witness whereof, the undersigned has exec	uted this Joinder on this 14 day of Delember
2005.	
Witnesses:	Keys Gate Community Association, Inc., a Florida not for profit conseration By:
Print Name: KIM GLEEN	Name: PALET CATTORNE
Service Horas	Title: PRESIDENT
Frint Name: Tennifer Porco	·
STATE OF FLORIDA)) SS: COUNTY OF MIAMI-DADE)	•
The foregoing instrument was acknowled	ged before me this day of DC. 2005 by ate Community Association, Inc. a Florida not for profit dby stillentification, on behalf
of the company. My commission expires:	
	Notary Public, State of Florida
	Print Name: KIM GYLW
NOTARY PUBLIC-STATE OF FLORIDA Kimberly A, Green Commission # DD387955 Expires: FEB. 25, 2009 Bonded Thru Atlantic Bonding Cc., Inc.	

Consent

PALM ISLES HOLDINGS, LLC, a Florida limited liability company

Palm Isles Holdings, LLC, a Florida limited liability company, does hereby consent to the Fifth Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

In witness whereof, the undersigned has, 2005.	executed this Consent on this A day of Delember.
Print Name: KIM GIECN Elli Gavell Print Name: Filli Farrell	Palm Isle Holdings, LLC, a Florida limited liability company By:
State of Florida) County of Miami-Dade)	
The foregoing instrument was acknowled Patrick Gleber, as manager of Palm Isles Holdin on behalf of the company, who is personally knowled identification, on behalf of the company. My commission expires:	
Kimberly A. Green Commission # DD387955 Expires: FEB. 25, 2009 Bonded Thru Atlantic Bonding Co., Inc.	State of Florida

Consent

Wachovia Bank, N.A., a national banking corporation

Wachovia Bank, N.A., successor in interest to SouthTrust Bank, an Alabama banking corporation, does hereby consent to the Fifth Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

In witness whereof, the undersite 2005.	igned has executed this Consent on this 30 day of
Print Name: DESQUA Smirriduz. Marcia D'ASQUA Smirriduz. Marcia D'ASQUA Smirriduz. Print Name: MARVIA GARDENER	Wachovia Bank, N.A., successor in interest SouthTrust Bank, an Alabama bank corporation By:
State of Florida	}
County of Miami-Dade	Ś
Philip Lyew, as vice president of Wac an Alabama banking corporation, on b by as identified	(7 -
My commission expires:	Notary Public State of Florida
Okeana Smirnova Commission # DD378142 Expires December 1, 200	2

Addendum to Exhibit "27"

Tracts D and G of Palm Isles Estates, according to the plat thereof, as recorded in Plat Book 164, page 94, Public Records of Miami-Dade County, Florida
Tracts C, U and V of the plat of Cali Greens, according to the Plat thereof, as recorded in Plat Book, Page, Public Records of Miami-Dade County, Florida, but as set forth now on the tentative plat of Cali Greens, dated December 15, 2003, as amended eleven times, per Miami Dade County, last revised April 15, 2006 under file no. 03-073-551 prepared by Ford Armenteros & Manuncy, Inc.

Exhibit 39 Palm Isles Estates Neighborhood

All of the Plat of Palm Isle Estates, according to the Plat thereof, as recorded in Plat Book 164, page 94, Public Records of Miami-Dade County, Florida

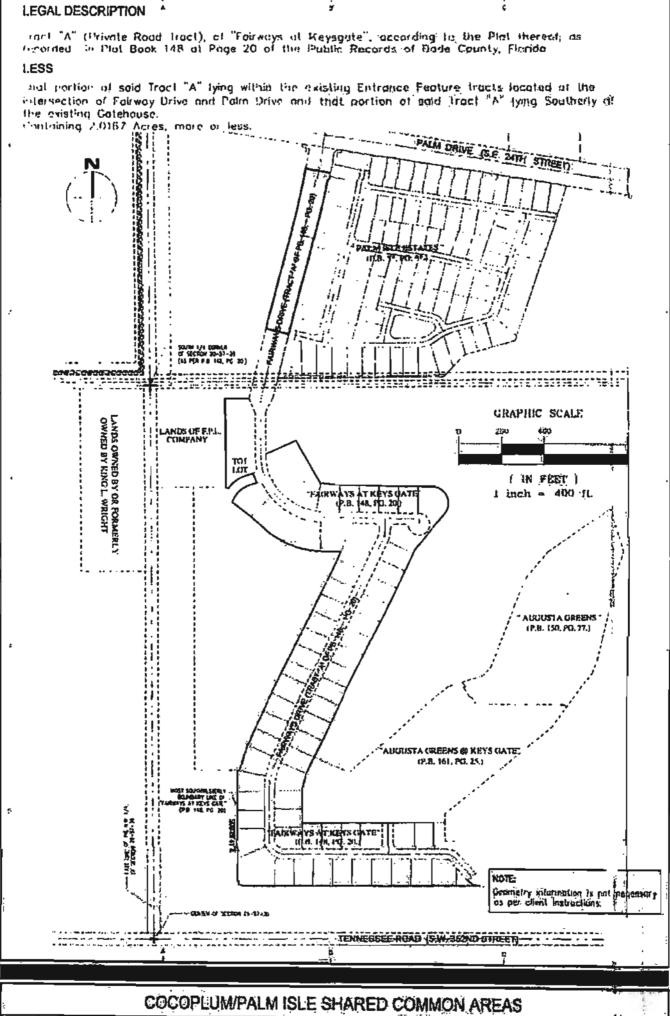
Exhibit 40 Palm Isles Estates Neighborhood Common Areas

Tracts A, B, C, E, and F of the Plat of Palm Isle Estates, According to the plat thereof, as recorded in Plat Book 164, page 94, Public Records of Miami-Dade County, Florida.

Exhibit 41 Cali Greens Neighborhood and Palm Isles Neighborhood Shared Common Areas with Cocoplum District

See exhibit "41" attached hereto and incorporated herein by reference

Together with all decorative walls located on Tract A of Palm Isle Estates, according to the Plat thereof, as recorded in Plat Book 164, page 94, Public Records of Miami-Dade County, Florida or on Tract A of Cali Greens, according to the Plat thereof, as recorded in Plat Book ______, Page _____, Public Records of Miami-Dade County, Florida, but as set forth now on the tentative plat of Cali Greens, dated December 15, 2003, as amended eleven times, per Miami Dade County, under file no. 03-073-551 prepared by Ford Armenteros & Manuncy, Inc.





FORD, ARMENTERÓS & MANUCY, INC. 1950 N.W. 94th AVENUE: 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

ATION-EXHIBITAL
GAL DESCRIPTION
SOCIATION INC.
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↑ ?
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Exhibit 42 Cali Greens Neighborhood

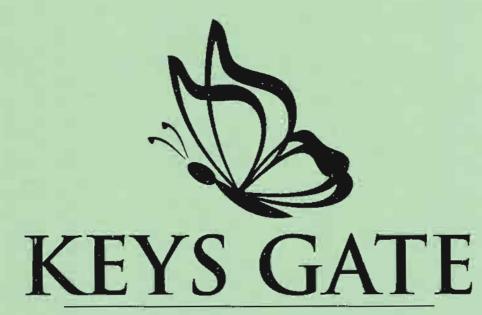
LEGAL DESCRIPTION:

A parcel of land being portions of Tracts 10 through 15 inclusive of Block 3 and portions of Tracts 8 through 10 inclusive of Block 4 in Section 20, all in Township 57 South, Range 39 East, "plat of lands belonging to the Miami Land and Development Company", according to the plat thereof, as recorded in Plat Book 5 at Page 10 of the Public Records of Dade County, Florida, being more particularly described by "Metes and Bounds" as follows:

BEGIN at the intersection of the East line of the park site as described in Official Records Book 11560 Page 632 of the Public Records of Dade County, Florida with the Southerly right-of-way line of Palm Drive as described in Official Records Book 13410 at Page 154 of the Public Records of Dade County, Florida, said point being on the arc of a circular curve concave to the Southeast and bearing N0°03'05"E from the center of said curve; thence along said Southerly right-of-way line of Palm Drive for the following two (2) courses: (1) Southeasterly along the arc of said curve having a radius of 1590.00 feet and a central angle of 8°56'12" for 248.00 feet to the point of tangency; (2) S81°00'43"E for 586.22 feet to a point of curvature of a curve concave to the Southwest having as its elements a radius of 25.00 feet and a central angle of 91°08'04"; thence Southeasterly, Easterly and Southwesterly along the arc of said/curve for a distance of 39.76 feet to a point on the Westerly line of "TRACT"A" of "Fairways at Keys Gate", as recorded in Plat Book 148, Page 20 of the Public Records of Miami Dade County Florida; thence Southerly along said Right-of-Way line for the following two courses: (1) Southerly along the arc of said Right-of-Way line having a radius of 4525.00 feet a central angle of 4°06'26" for a distance of 324.37 feet; to a point of tangency; (2) S14°13'49"W for a distance of 787.24 feet, more or less to the top of bank of the Florida City Canal as constructed and interpreted pursuant to Official Records Book 8763 at Page 1275 of the Public Records of Dade County, Florida; thence meandering Westerly along said top of bank for 2566.21 feet more or less to a point of non-tangent intersection with said Southerly right-of-way line of Palm Drive, with said point of non-tangent intersection being S30'39'29"E from the center of the arc of a circular curve concave to the Northwest, the same being coincident with said Southerly right-ofway line of Palm Drive; thence along said Southerly right-of-way line of Palm Drive and the arc of said curve; having a radius of 1290.66 feet and a central angle of 05'20'23" for 120.28 feet to point of termination along the arc of said curve, with the point of termination being S35°59'51"E from the center of said curve; thence departing said South line of Palm Drive, N89°30'31"E for 1891.94 feet to a point of intersection with said East line of park site; thence N00°32'40"W along said East line for 1153.43 feet to THE POINT OF BEGINNING.

Exhibit 43 Cali Greens Neighborhood Common Areas.

All of Tracts A, B, D, E, F, G, H, I, J, K, L M, N O, P Q, R, S, and T of the plat of Cali Greens, according to the Plat thereof, as recorded in Plat Book ______, Page _____, Public Records of Miami-Dade County, Florida, but as set forth now on the tentative plat of Cali Greens, dated December 15, 2003, as amended eleven times, per Miami Dade County, under file no. 03-073-551 prepared by Ford Armenteros & Manuncy, Inc.



SAME LATTITUDE. DIFFERENT WORLD.

RECORD & RETURN TO:

LEOPOLD, KORN & LEOPOLD, P.A. 20801 Biscayne Blvd., Suite 501 Aventura, FL 33180

This instrument was prepared by and is to be returned to:

Terri Grumer Sonn, Esq. Leopold, Korn & Leopold, P.A. 20801 Biscayne Blvd., snite 501 Aventura, Fl 33180



CFN 2005R1356439 OR 8k 24104 Pas 3932 - 39381 (7aas) RECORDED 12/30/2005 14:53:28 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

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

This Sixth Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate ("Sixth Amendment") is made as of this 27 day of December, 2005 by M&H Homestead, Ltd., a Florida limited partnership ("M&H"), and Keys Gate Community Association, Inc., a Florida not-for-profit corporation ("Association").

Recitals.

WHEREAS, the Declaration of Restrictions, filed December 8, 1987 in Official Records Book 13501, page 914, Public Records of Miami-Dade County, Florida as amended numerous times and as superceded by Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on September 10, 2003, in Official Records Book 21630, Page 3698, et seq., Public Records of Miami-Dade County, Florida (collectively, the "Declaration") and encumbered the real property legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") and encumbered the real property legally described on Exhibit "B" attached hereto and incorporated herein by reference (the "Additional Parcels"); and

WHEREAS, the First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on January 9, 2004 in Official Records Book 21963, Page 291 ("First Amendment") and was further amended by Second Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate, recorded January 12, 2004, in Official Records Book 21966, Page 193, ("Second Amendment"); and was further amended by Third Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate, recorded July 1, 2005, in Official Records Book 23534, Page 4268 ("Third Amendment"); and was further amended by Fourth Amendment to Amended and Restated Declaration of Master Covenant for Keys Gate (which is currently unrecorded but has been approved by the Association, as of August 2005) ("Fourth Amendment"); and was further amended by Fifth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate (which is currently unrecorded but has been approved by the Association as of July, 2005) all recorded or to be recorded in the Public Records of Miami-Dade County, Florida. The Declaration together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment shall hereinafter collectively be referred to herein as the "Declaration");

WHEREAS, M & H is the Declarant under the Declaration; and

WHEREAS, pursuant to section 4.2 of the Declaration, the Declarant shall have the right to amend the Declaration as it deems appropriate without the joinder or consent of any entity whomscever prior to the Turnover Date (as defined in the Declaration); and

WHEREAS, pursuant to section 5.3 of the Declaration, without the joinder or consent of any entity whomsoever prior to the Turnover Date, the Declarant shall have the right to withdraw any portions of Keys Gate from the provisions and applicability of the Declaration by the recording of an amendment to this Declaration and recording the same in the public records; provided however, that such withdrawal is not unequivocally contrary to the overall uniform scheme of development for the community known as Keys Gate; and

WHEREAS, the Turnover Date has not occurred; and

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Page 1 of 7

WHEREAS, Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant, hereby amends the Declaration as follows:

- 1. The foregoing Recitals are true and correct and are incorporated herein by reference.
- 2. Unless modified herein, all capitalized terms not defined herein shall have the same as in the Declaration.
- Declarant withdraws the Property from the Declaration. Declarant and the Association release the Property from any restrictions set forth in that certain Quit Claim Deed, dated December 9, 1988 and recorded in Official Records Book 13922, Page 3604, Public Records of Miami-Dade County, Florida.
- 4. Declarant terminates that certain Basement Deed by and among the City of Homestead, Florida, a Florida municipal corporation, the Association and M & H, as successor-in-interest to VOH Acquisition, Inc., a Florida corporation recorded June 25, 1993, in Official Records Book 15963, at Page 1776 of the Public Records of Miami-Dade County, Florida.
- Declarant withdraws the Additional Parcels from the Declaration.
- Except as the Declaration has been amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being Declarant under the Declaration, has hereunto set its hand and seal as of this ______ day of December, 2005.

WITNESSES:	M&H HOMESTEAD, LTD., a Prorida limited
fature 1566	By: Man Bullin
Print Name: PATRICK J. GLE	
Two Somm	
Print Name: TERG G Son	
STATE OF FLORIDA	SS:
COUNTY OF MIAMI-DADE	el.
The foregoing instrument was ac	knowledged before me this _23 day of December, 2005 by Michael
	nestead, Ltd., a Florida limited partnership, who is personally known to
me or who has produced	as identification.
My commission expires:	Jui Bonn
	NOTARY PUBLIC, State of Florida at Large
	Print Name:
	TERRIG. SONN MY COMMISSION II DD 191889
	EXPIRES: April 4, 2007 Booded Thru Budget Hotary Services

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JOINDER AND CONSENT

Keys Gate Community Association, Inc., a Florida not-for-profit corporation

Keys Gate Community Association, Inc., a Florida not-for-profit corporation, does hereby join in the Sixth Amendment to the Amended and Restated Declaration of Master Covenants for Keys Gate, to which this joinder

is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title, 30 day of December, 2005. In witness whereof, the undersigned has executed this Joinder on this Witnesses: Keys Gate Community Association, Inc., a Plorida notfor-profit corporation Print Name: Paige Latterner, President STATE OF FLORIDA) \$8: COUNTY OF MIAMI-DADE The foregoing instrument was acknowledged before me this. day of December, 2005 by Paige Latterner, as President of Keys Gate Community Association, Inc., a Florida not-for-profit corporation, who is personally known or has produced by as identification, on behalf of the company. My commission expires: Notary Public, State of Florida Print Name:



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EXHIBIT "A"

TRACT F-2 in KEYS GATE NO. 2, according to the Plat thereof, as recorded in Plat Book 133, page 12, of the Public Records of Miami-Dade County, Florida.

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EXHIBIT "B"

Tract 3 in Block 4 lying in Section 19, Township 57 South, Range 39 East, Plat of lands belonging to the MIAMI LAND AND DEVELOPMENT COMPANY, according to the Plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Miami-Dade County, Florida, Less therefrom the North 30 feet as recorded in Deed Book 1683, at Page 308, of the Public Records of Miami-Dade County, Florida.

And

Tracts 1 and 16 in Block 4 lying in Section 19, Township 57 South, Range 39 East, "Plat of Lands belonging to the Miami Land and Development Company", according to the plat thereof, as recorded in Plat Book 5 at Page 10 of the Public Records of Miami-Dade County, Florida, less therefrom the North and East 30 feet as recorded in Deed Book 1683 at Page 308 of the Public Records of Miami-Dade County, Florida.

And

PARCEL 1 (PARCEL IX):

A PARCEL OF LAND BEING PORTIONS OF TRACT 15, BLOCK 3, AND TRACTS 14, 15, 16 AND 17, BLOCK 4, OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND DEVELOPMENT COMPANY" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID PARCEL OF LAND IS PART OF SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "A", OF "CENTER GATE NO. ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N 00'31'16" W, ALONG THE EAST LINE OF SAID TRACT "A", FOR A DISTANCE OF 254.04 FEET; THENCE S 72'52'39" E, ALONG A LINE PARALLEL WITH AND 242.09 FEET NORTHEASTERLY OF THE NORTHERLY RIGHT-OF-WAY LINE OF PALM DRIVE (S.E. 24TH STREET), AS PER OFFICIAL RECORDS BOOK 13410, PAGE 154, OF PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR A DISTANCE OF 704.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KINGMAN ROAD (S.W. 152ND AVENUE), AS PER OFFICIAL RECORDS BOOK 13410, PAGE 149, OF PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA; THENCE S 17'07'21" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 217.09 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 90'00'00" FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY, SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY-LINE OF PALM DRIVE (S.E. 24TH. STREET), AS PER OFFICIAL RECORDS BOOK 13410, PAGE 154, OF PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE N 72°52'39" W. ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 602,01 FEET TO THE POINT OF **BEGINNING**

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PARCEL 2 (PARCEL X):

A PARCEL OF LAND BEING A PORTION OF TRACTS 1, 2 AND 3, OF BLOCK 2, SECTION 16, TOWNSHIP 57 SOUTH, RANGE 39 BAST OF THE "PLAT OF LANDS BELONGING TO THE MIAMI LAND AND DEVELOPMENT COMPANY," ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5 AT PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA WITH SAID

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Book24104/Page3936 CFN#20051356439

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PARCEL BEING MORE PARTICULARLY DESCRIBED BY "METES AND BOUNDS" AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF N.E. 8TH STREET (CAMPBELL DRIVE/SW 312TH STREET), SAID SOUTHERLY RIGHT-OF-WAY LINE BEING 116.75 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 16, WITH THE WESTERLY RIGHT-OF-WAY LINE OF S.E. 28TH AVENUE (KINGMAN ROAD/SW 152ND AVENUE), SAID WESTERLY RIGHT-OF-WAY LINE BEING 30.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF SECTION 16; THENCE S 00'15'56" E ALONG SAID WESTERLY RIGHT-OF-WAY FOR 394.64 FEET; THENCE S 89'09'38" W FOR 644.82 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 821; THENCE N 26'44'05" E ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE FOR 442.78 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF N.E. 8TH STREET (CAMPBELL DRIVE/SW 312TH STREET); THENCE N 88'53'07" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 443.81 FEET TO THE POINT OF BEGINNING.

And

PARCEL 3 (PARCEL XI):

A PORTION OF TRACT 6, BLOCK 2, OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING AND BEING IN THE NORTHWEST 1/4, OF SECTION 29, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "B" OF "VALENCIA GARDENS", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 159 AT PAGE 60 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCEN 00°28'47" W, ALONG A LINE 30.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4, OF SAID SECTION 29, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF TENNESSEE ROAD (S.R. 12TH AVENUE) AS PER DEED BOOK 1683, AT PAGE 307 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA FOR A DISTANCE OF 534.14 FEET; THENCE N 89'30'31" E FOR A DISTANCE OF 20.00 FEET; THENCE S 00°28'47" E, ALONG A LINE 50,00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 29 FOR A DISTANCE OF 97.86 FEET TO A POINT OF CUSP OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25,00 FEET THROUGH A CENTRAL ANGLE OF 86°43'24" FOR AN ARC DISTANCE OF 37.84 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1290.66 FEET THROUGH A CENTRAL ANGLE OF 10'58'06" FOR AN ARC DISTANCE OF 247.08 FEET; THENCE S 62'27'50" E ALONG THE SOUTHWESTERLY BOUNDARY LINE OF TRACT "D" OF SAID "VALENCIA GARDENS", FOR A DISTANCE OF 85.50 FEET; THE FOLLOWING TWO (2) COURSES AND DISTANCES BEING ALONG THE WESTERLY BOUNDARY LINE OF TRACT "C" OF SAID "VALENCIA GARDENS"; 1) THENCE S 19'06'41" E FOR A DISTANCE OF 139.10 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST; THENCE SOUTHBASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 2000.00 FEET THROUGH A CENTRAL ANGLE OF 10'14'36" FOR AN ARC DISTANCE OF 357.56 FEET; THENCE \$ 89'31'13" W ALONG THE NORTH LINE OF SAID TRACT "B" FOR A DISTANCE OF 551.19 FEBT TO THE POINT OF BEGINNING.

And

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PARCEL 4 (PARCEL XIV):

A PORTION OF LOTS 11 AND 12, BLOCK 1 OF MIAMILAND AND DEVELOPMENT CO. SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LYING AND BEING IN SECTION 16, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 16; THENCE N 88'47'06" E, ALONG THE NORTH LINE OF SAID SECTION 16 FOR 445.19 FEET; THENCE S 00'15'57" E FOR A DISTANCE OF 89.26 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 00'15'57" E, ALONG THE BASTERLY LINE OF SAID LOT 11, FOR A DISTANCE OF 408.43 FEET; THENCE S 88'56'19" W FOR A DISTANCE OF 375.18 FEET TO A POINT ON THE BASTERLY RIGHT-OF-WAY OF S.W. 152ND AVENUE; THENCE N 00'15'56" W FOR A DISTANCE OF 379.72 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF S.W. 312TH STREET (CAMPBELL DRIVE); THENCE N 88'47'06" E, ALONG A LINE PARALLEL WITH AND 116.75 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 16, ALSO BEING THE SOUTHERLY RIGHT-OF WAY LINE OF SAID S.W. 312TH STREET, FOR A DISTANCE OF 152.58 FEET; THENCE N 81'45'23" E FOR A DISTANCE OF 224.74 FEET TO THE POINT OF BEGINNING.

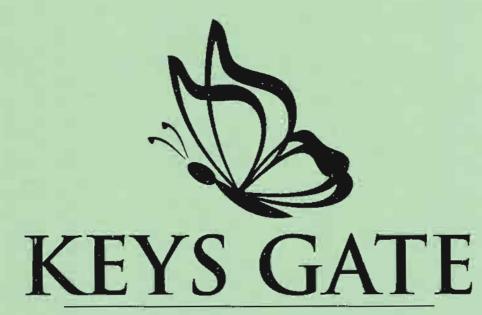
And

PARCEL 5 (PARCEL XIII):

A PARCEL OF LAND BEING PORTIONS OF TRACTS 15 AND 16, BLOCK 3, AND TRACTS 13, 14, 15, 16 AND 17, BLOCK 4, OF "PLAT OF LANDS BELONGING TO THE MIAMI LAND DEVELOPMENT COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, AT PAGE 10 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID PARCEL OF LAND IS PART OF SECTION 21, TOWNSHIP 57 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "A", OF "CENTER GATE NO. ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 133, AT PAGE 7 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES BEING ALONG THE EASTERLY LINE OF SAID TRACT "A"; 1) THENCE N 00°31°16" W FOR A DISTANCE OF 254.04 FEET TO THE POINT OF BEGINNING OF THE HEREIN AFTER DESCRIBED PARCEL OF LAND; 2) THENCE CONTINUEN 00°31°16" W FOR A DISTANCE OF 401.29 FEET; THENCE N 89°34'54" E FOR A DISTANCE OF 865.90 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KINGMAN ROAD (S.W. 152ND. AVENUE), AS PER OFFICIAL RECORDS BOOK 13410, PAGE 149, DADE COUNTY FLORIDA; THENCE S 17'07'21" W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 643.39 FEET; THENCE N 72°52'39" W, ALONG A LINE 242.09 FEET NORTHEASTERLY OF AND PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PALM DRIVE (S.E. 24TH. STREET), AS PER OFFICIAL RECORDS BOOK 13410, PAGE 154, DADE COUNTY, FLORIDA, FOR A DISTANCE OF 704.01 FEET TO THE POINT OF BEGINNING.

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SAME LATTITUDE. DIFFERENT WORLD.

CFN 2006R1141138 OR 8k 25034 Pss 4380 - 4382; (3pss) RECORDED 10/23/2006 15:33:33 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

PREPARED BY AND RETURN TO:

BEN SOLOMON, ESQ. SOLOMON & FURSHMAN, LLP 1666 KENNEDY CAUSEWAY, SUITE 302 NORTH BAY VILLAGE, FLORIDA 33141

<u>SEVENTH AMENDMENT TO</u> <u>AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE</u>

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE (this "Seventh Amendment") is made effective as of May 3, 2006 by M&H Homestead, Ltd., a limited partnership ("M&H") and joined in by Keys Gate Community Association, Inc., a Florida not-for-profit corporation (the "Association").

RECITALS

- A. That certain Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on September 10, 2003 in Official Records Book 21630, at Page 3698 in the Public Records of Miami-Dade County, Florida, as amended (collectively, the "<u>Declaration</u>").
 - B. M&II is the Declarant under the Declaration.
- 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 the Declarant desires to amend the Declaration as set forth herein.

NOW THEREFORE, M&H 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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Seventh Amendment.
- 2. <u>Conflicts</u>. In the event that there is a conflict between this Seventh Amendment and the Declaration, this Seventh Amendment shall control. Whenever possible, this Seventh Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. <u>Definitions</u>. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 4. <u>Neighborhoods</u>. The first sentence of Section 12.2 of the Declaration is hereby deleted in its entirety and replaced with the following sentence:
 - "Prior to the Turnover Date, the Owners within each Neighborhood shall elect one (1) delegate from their Neighborhood ("Neighborhood Delegate")."
- 5. <u>Builder's Assessments</u>. The following sentences are hereby added to the end of Section 13.7 of the Declaration:

"Notwithstanding anything to the contrary in this Declaration, so long as the Declarant is funding any resulting deficit in the Association's Operating Costs not covered by Assessments receivable from Owners other than the Declarant, Declarant may, in Declarant's sole and absolute discretion, excuse a Builder (defined as any person or entity that purchases a Lot from Declarant or other developer for the purpose of constructing one or more Residences) from having to pay Assessments on its Lots or reduce such

Builder's Assessment for each Lot owned by such Builder pursuant to a Builder budget. In the event such Builder's Assessments are excused or reduced, at such time as the Builder closes on the Residence with a third party purchaser, Assessments shall be payable by the Owner of such Residence (other than Builder) as provided for in this Declaration."

6. Residence and Lawn Maintenance. The following two (2) sentences under the Northgate Neighborhood in Exhibit 20 of the Declaration are hereby deleted in their entirety:

"Repair and pressure clean roofs. Repair of roofs provided twenty (20%) or less of surface area of roofs require repair. Any repair or maintenance covering more than twenty percent (20%) of the surface area is the sole responsibility of Owner."

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

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 3rd day of May, 2006.

May, 2000.	•
WITNESSES:	M&H HOMESTEAD, LTD., a Florida limited partnership
Print Name: M. De Gado	By: Michael Latterner Title: General Partner (SEAL)
STATE OF FLORIDA))SS.: COUNTY OF MIAMI-DADE)	
My commission expires:	NOTARY PUBLIC State of Florida at Large
C. Vargas MY COMMISSION # DD200463 EXPIRES MAY 18, 2007 MAY 18, 2007 BONDED THRU TROY FAIN UNSURANCE, INC.	Print name: L.Vargas

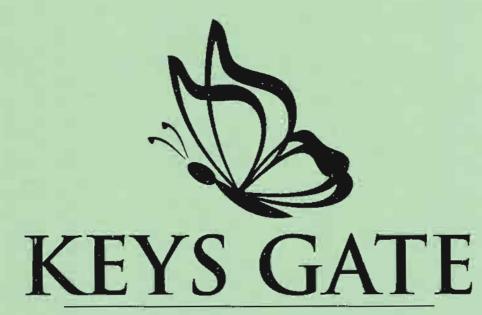
JOINDER

KEYS GATE COMMUNITY ASSOCIATION, INC.

KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the Seventh Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate (the "Seventh 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 Seventh Amendment, as Association has no right to approve the Seventh Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of May, 2006.

Print Name: Bea Solomon	KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation By: My H Walpa
Print Name AV TWYSN	Name: Eynthia Wolper / Title: President (SEAL)
STATE OF FLORIDA) COUNTY OF MIAMI-DADE)	
Cynthia Wolper as President of KEYS GAT profit corporation, who is person	edged before me this 33 day of OCTOBER, 2006 by E COMMUNITY ASSOCIATION, INC., a Florida not-for-ally known to me or who has produced sidentification on behalf of the corporation.
My commission expires:	NOTARY PUBLIC, State of Florida at Large Print name: W780
A	



SAME LATTITUDE. DIFFERENT WORLD.

I FRANKI ABINE ANDER BIRKA NDER NOON INDIN AND AND AR

CFN 2009R0459874
OR Bk 27010 Pss 0308 - 3141 (7pss
RECORDED 09/11/2009 13:17:15
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO:

BEN SOLOMON, ESQ. SOLOMON & FURSHMAN, LLP 1666 KENNEDY CAUSEWAY, SUITE 302 NORTH BAY VILLAGE, FLORIDA 33141

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

THIS EIGHTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE (this "Eighth Amendment") is made by M&H Homestead, Ltd., a Florida limited partnership ("Declarant") and joined in by Keys Gate Community Association, Inc., a Florida not-for-profit corporation (the "Association").

RECITALS

- That certain Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on September 10, 2003 in Official Records Book 21630, at Page 3698 in the Public Records of Miami-Dade County, Florida, as amended (the "Amended and Restated Declaration"). On January 9, 2004, Declarant recorded that certain First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21963, at Page 291 of the Public Records of Miami-Dade County, Florida (the "First Amendment"). On January 12, 2004, Declarant recorded that certain Second Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21966, at Page 193 of the Public Records of Miami-Dade County, Fiorida (the "Second Amendment"). On July 1, 2005, Declarant recorded that certain Third Amendment to Amended and Restated Declaration of Master Covenant for Keys Gate in Official Records Book 23534, at Page 4268 of the Public Records of Miami-Dade County, Florida (the "Third Amendment"). On May 6, 2008, Declarant recorded that certain Fourth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 26363, at Page 4446 of the Public Records of Miami-Dade County, Florida (the "Fourth Amendment"). On July 11, 2006, Declarant recorded that certain Fifth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 24707, at Page 2948 of the Public Records of Miami-Dade County, Florida (the "Fifth Amendment"). On December 30, 2005, Declarant recorded that certain Sixth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 24104, at Page 3932 of the Public Records of Miami-Dade County, Florida (the "Sixth Amendment"). On October 23, 2006, Declarant recorded that certain Seventh Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 25034, at Page 4380 of the Public Records of Miami-Dade County, Florida (the "Seventh Amendment"). The Amended and Restated Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment shall hereinafter collectively be referred NO CO to as the "Declaration."
- B. Pursuant to Section 4.2 of the Declaration, prior to the Dirnovar Date (as defined in the Declaration), the Declarant shall have the right to amend the Declaration as it decras appropriate, without the joinder or consent of any person or entity whatsoever.
- C. The Turnover Date has not yet occurred and the Declaration as set forth herein.

NOW THEREFORE, 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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Eighth Amendment.
- 2. <u>Conflicts</u>. In the event that there is a conflict between this Eighth Amendment and the Declaration, this Eighth Amendment shall control. Whenever possible, this Eighth Amendment and the

Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

- 3. <u>Definitions</u>. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 4. <u>Deficit Funding, Shortfalls and Surpluses</u>. Section 13.7 of the Declaration is hereby deleted in its entirety and replaced with the following language:
 - Shortfalls and Surpluses. Each Owner acknowledges that because Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Residences conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Any time (and from time to time) prior to and including the Turnover Date, Declarant shall have the option ("Declarant's Option") to either (i) fund all or any portion of the shortfall in Assessments not raised by virtue of all Assessments due from Owners and other income received by Association pursuant to Section 13.7.1 of the Declaration or (ii) to pay Assessments (of all types, except Personal Assessments) on all Lots owned by Declarant, (but at the rate of twenty-five percent (25%) of the Assessments which would otherwise be levied thereon in the case of Lots which do not contain an occupied Residence). If Declarant has cumulatively overfunded Operating Costs and/or prepaid expenses of Association including, but not limited to, loaning Association uncollected Assessments due from Owners which are not timely paid, Association shall refund such amounts to Declarant immediately upon such prepaid or loaned amounts being received by Association (through legal collection efforts or otherwise), but in no event later than the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Declarant shall never be required to (i) pay Assessments if Declarant has elected to fund the deficit instead of paying Assessments on Lots owned by Declarant or (ii) pay Special Assessments, management fees, Personal Assessments or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.
- 5. <u>Guarantee</u>. The following language is hereby added to the Declaration as Sections 13.7.1 and 13.7.2, respectively:
 - 13.7.1 Without limiting Declarant's Option under Section 13.7 of the Declaration, Declarant shall be excused from the payment of its share of the Assessments relating to Residences it is offering for sale, for a period beginning with the recording of this Declaration and ending the earlier of the Turnover Date or December 31 of the year in which the Declaration is recorded (the "Guarantee Expiration Date"), provided that the Assessments for Operating Costs equally imposed on each Owner other than Declarant shall not increase during such period over \$1,000.00 per month and provided further that Declarant shall be obligated to pay any amount of Operating Costs actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Owners. The period that Declarant is excused from the payment of the share of Assessments relating to Residences it is offering for sale may be unilaterally extended by Declarant for one or more successive periods of three months each.
 - 13.7.2 If an audit of the Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Declarant has funded a greater amount (e.g. including, without limitation, pre-paid amounts, deposits for utilities; Declarant's funding of delinquent Assessments, or portion thereof, not paid by Owners, etc.) than required under this Section, then any such excess shall be promptly refunded to the Declarant by Association.
- 6. Appointment of Receiver. Section 13.13 of the Declaration is hereby modified as follows:
 - 13.13 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$50.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the

lien against the Lot, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. To the extent permitted by Florida law, the lien granted to Association may be established and foreclosed in the Circuit Court in and for the County, and in any suit for the foreclosure of such lien. Association shall be entitled to seek an order of court that it is entitled to (i) collect a reasonable rent from the Owner, if the Owner remains in possession of a Residence after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Residence to collect the rent if the Residence is leased or rented during the pendency of the foreclosure action. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Residence.

7. Fines and Suspensions. Section 13.28 of the Declaration is hereby modified as follows:

13.28 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, or use the Common Areas and/or common services including, but not limited to, cable services, and/or other services which are paid through Common Expenses, and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD.

8. Notice. Section 13.28.2 of the Declaration is hereby modified as follows:

13.28.2 A fine or suspension may be imposed without notice where an Owner has failed to pay Assessments and/or other charges when due. No other fines or suspensions may be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

9. ACC and Government Approval. The following language is hereby added to the Declaration as Section 14.14:

14.14 Government Approval. Each Owner acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of Keys Gate and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without ACC approval, constructs any improvements or makes any changes to his or her Residence without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Personal Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and

forever discharge Declarant and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Residence caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court

Collateral Assignment of Rents and Leases. Section 15.2 is hereby modified as follows: 10.

Leases. No portion of a Residence (other than an entire Residence) may be rented. Association may require a security deposit not to exceed the lesser of \$1,000 or the maximum amount permitted by law (if any), such deposit to be held and applied, if necessary, first to compensate Association for any damage to the Common Areas or District Common Areas or loss incurred by Association by virtue of a violation of this Declaration or any rules or regulations of Association caused by the applicable tenant, and then to compensate any Neighborhood Association for any damage to its Neighborhood Common Areas or for a violation of its declaration or rules. All leases for the leasing of Residences must be in writing and specifically provide that the lease is subject to all of the terms set forth in the Association Documents. All leases shall be on forms approved by Association and shall provide (or if not provided, shall automatically be deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Keys Gate or administered by Association. Effective as of the date of recording of the Eighth Amendment to this Declaration, each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Residence shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association, which collateral assignment of rents and leases shall provide that in the event such Owner leasing his or her Residence is past due in the payment of his or her Assessments, Association shall have the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Residence); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to, actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. Owners may not enter into a lease for a term of less than six (6) consecutive months. In no event, however, shall the giving or application of a security deposit serve to limit any tenant's (or applicable Owner's) liability for damage to the Common Areas or for the violation of this Declaration or any applicable rules. Each prospective tenant must submit the proposed lease to Association along with an application fee so that Association can run a background check on the tenant. Association will not process any request for lease approval until all Assessments are current.

Right to Evict. The following language is hereby added to the Declaration as Section 16.30: 11.

16.30 Right of Association to Evict Tenants, Occupants, Guests and Invitees, With respect to any tenant or any person present in any Residence or any portion of Keys Gate other than an Owner and the members of his/her immediate family permanently residing with him/her in the Residence, if such person shall violate any provision of the Association Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of Keys Gate in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave Keys Gate and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave Keys Gate and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Residence as a Personal Assessment.

- 12. Costs of Insurance. The following is hereby added to the Declaration as Section 19.4.
 - Cost of Insurance. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs. Notwithstanding the foregoing or any other provisions in this Declaration, expenses incurred during the guarantee period which result from a natural disaster or an act of God occurring during such guarantee period, which are not covered by proceeds from insurance maintained by Association (i.e., the costs of any deductible, the costs incurred which are in excess of the Association's coverage, etc.), shall not be Operating Costs (and as such, are not part of the Declarant's deficit funding obligation under its guarantee, if any) and may be charged as a Special Assessment against all Owners of record as of the date that the Special Assessment is assessed.
- 13. Non-Liability. Section 20.11 of the Declaration is hereby modified as follows:
 - 20.11 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DECLARANT, ANY BUILDER NOR ANY NEIGHBORHOOD ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF KEYS GATE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:
- 14. Plan of Development. The following language is hereby added to the Declaration as Section 20,18:

20.18 Plan of Development.

20.18.1 Generally. The planning process for Keys Gate is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Declarant's buyers. Subject to the Title Documents, Declarant may wish and has the right to develop Keys Gate and adjacent property owned by Declarant into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guarantee or promise that such items will remain or form part of Keys Gate as finally developed.

20.18.2 Association's Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Declarant. Without limiting the foregoing, Association shall provide Declarant with such consents and approvals which Declarant may reasonably require in connection with (i) the sale of Lots to Builders, (ii) the development and conveyance of the Common Areas, and (iii) master land development requirements. Additionally, Association shall cooperate with Declarant in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Declarant to Association on the Turnover Date.

15. Modification. The following language is hereby added to the Declaration as Section 20.19.

20.19 Modification. The development and marketing of Keys Gate will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Keys Gate to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole discretion, to accomplish the same. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Declarant or may otherwise be voided by Declarant in its sole and absolute discretion.

- 16. Access Control. The following language is hereby added to the Declaration as Section 20.20:
 - 20.20 <u>Declarant's Right to Control Access</u>. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date, Declarant shall have the unilateral right to control the operation of the community gates, if any, and the same shall remain open during normal business hours or as otherwise determined in the sole and absolute discretion of Declarant.
- 17. Covenant. This Eighth Amendment shall be a covenant running with Keys Gate.

	gned hereunto set its hand and seal as of this 😂 day of
May, 2009.	
WITNESSES:	M&H HOMESTEAD, LTD., a Florida limited partnership
Print Name: C. Var Gas	By: Millell Soller
Print Name: H. De Iga (10)	Name Michael Latterner Title: General Partner
Frint Name: M. 150 150 101	{SEAL}
STATE OF FLORIDA) SS.:	
COUNTY OF MIAMI-DADE)	
	te me this day of May, 2009 by Michael Latterner LTD., a Florida limited partnership, who is personally as identification on behalf of
My commission expires:	NOTARY PUBLIC
C. VARGAS CONTITUSSION DD 660144 Expires May 18, 2011 Bonded Thru Tray Falls treauming 800-995-7019	State of Florida at Large Print name:

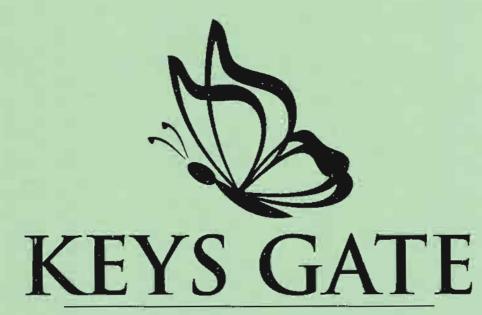
JOINDER

KEYS GATE COMMUNITY ASSOCIATION, INC.

KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the Eighth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate (the "Eighth 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 Eighth Amendment, as Association has no right to approve the Eighth Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of September, 2009.

Print Name: Seawatt Kuz Buke Marie A - Wanning Print Name: MARIE A. MANNING	KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida nor for-profit corporation By: Name: Kim Green Title: President {SEAL}
STATE OF FLORIDA) SS.: COUNTY OF MIAMI-DADE)	
The foregoing was acknowledged beforeen, as President of KEYS GATE COMMUNITY corporation, who is personally known	ore me this day of September, 2009 by Kim ASSOCIATION, INC., a Florida not-for-profit to me or who has produced ation on behalf of the corporation.
My commission expires:	Marie A. Manual Control of Florida at Large int name: MARIE A. MADDING
Notary Public State of Florida Marie A Manning My Commission DD828009 Expires 10/02/2012	<u> </u>



SAME LATTITUDE. DIFFERENT WORLD.



CFN 2010R0457653 OR Bk 27346 Pss 0206 - 208; (3pss) RECORDED 07/08/2010 14:51:11 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO:

BEN SOLOMON, ESQ. SOLOMON & FURSHMAN, LLP 1666 KENNEDY CAUSEWAY, SUITE 302 NORTH BAY VILLAGE, FLORIDA 33141

<u>NINTH AMENDMENT TO</u> <u>AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE</u>

THIS NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE (this "Ninth Amendment") is made by Michael Latterner, 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

- 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 "Amended and Restated Declaration") respecting the Keys Gate community ("Keys Gate"). January 9, 2004, M&H recorded that certain First Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21963, at Page 291 of the Public Records of Miami-Dade County, Florida (the "First Amendment"). On January 12, 2004, M&H recorded that certain Second Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 21966, at Page 193 of the Public Records of Miami-Dade County, Florida (the "Second Amendment"). On July 1, 2005, M&H recorded that certain Third Amendment to Amended and Restated Declaration of Master Covenant for Keys Gate in Official Records Book 23534, at Page 4268 of the Public Records of Miami-Dade County, Florida (the "Third Amendment"). On May 6, 2008, M&H recorded that certain Fourth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 26363, at Page 4446 of the Public Records of Miami-Dade County, Florida (the "Fourth Amendment"). On July 11, 2006, M&H recorded that certain Fifth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 24707, at Page 2948 of the Public Records of Miami-Dade County, Florida (the "Fifth Amendment"). On December 30, 2005, M&H recorded that certain Sixth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 24104, at Page 3932 of the Public Records of Miami-Dade County, Florida (the "Sixth Amendment"). On October 23, 2006, M&H recorded that certain Seventh Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 25034, at Page 4380 of the Public Records of Miami-Dade County, Florida (the "Seventh Amendment"). On July 6, 2007, M&H recorded that certain Eighth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 25758, at Page 3579 of the Public Records of Miami-Dade County, Florida (the "1st Eighth Amendment"). On September 11, 2009, M&H recorded that certain additional Eighth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate in Official Records Book 27010, at Page 308 of the Public Records of Miami-Dade County, Florida (the "2nd Eighth Amendment''). On July 7, 2010, Trustee recorded that certain Joinder and Consent to Eighth Amendment in Official Records Book 27344, at Page 709, of the Public Records of Miami-Dade County, Florida. The Amended and Restated Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the 1st Eighth Amendment and the 2nd Eighth Amendment shall hereinafter collectively be referred to as the "Declaration."
- B. On December 10, 2008, M&H and Trustee recorded that certain Assignment and Assumption of Rights of Declarant Under Master Covenants, whereby Trustee became the Declarant of Keys Gate.
- C. Pursuant to Section 4.2 of the parameter prior to the Turnover Date (as defined in the Declaration), the Declarant shall have the right to arrest the Section as it deems appropriate, without the joinder or consent of any person or entity that see Section 2.

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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Ninth Amendment.
- 2. <u>Conflicts</u>. In the event that there is a conflict between this Ninth Amendment and the Declaration, this Ninth Amendment shall control. Whenever possible, this Ninth Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. <u>Definitions</u>. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 4. <u>Common Areas</u>. The real property described below is hereby designated as Common Area:
 - Lot 2, Block 26, Keys Gate No. Three, according to the Plat thereof, as recorded in Plat Book 133, Page 35, of the Public Records of Miami-Dade County, Florida.
 - Lot 1, Block 1, Dunwoodie at Keys Gate, according to the Plat thereof, as recorded in Plat Book 159, Page 43, of the Public Records of Miami-Dade County, Florida.
 - Lot 3, Block 1, Fairways at Keys Gate, according to the Plat thereof, as recorded in Plat Book 148, Page 20, of the Public Records of Miami-Dade County, Florida.
- 5. Covenant. This Ninth Amendment shall be a covenant running with Keys Gate.

Expires May 18, 2011

5. Covenant. This Natural Amendment st	ian be a covenant running with Keys Gate.
IN WITNESS WHEREOF, the under, 2010.	signed hereunto set its hand and seal as of this 15th day of
WITNESSES:	MI DEM
Print Name: C. VOS 603	2//MININATION
Que HOUL	Michael Latterner, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as revised June 10, 2002
Print Name: Annette Anderson	{SEAL}
STATE OF FLORIDA) SS.:	·
COUNTY OF MIAMI-DADE)	
	efore me this day of 2010 by Michael rust, u/i/d June 30, 1998 as revised June 10, 2002, who is as identification.
My commission expires:	NOTARY PUBLIC
***************************************	State of Florida at Large
C. VARGAS Commission DD 660144	Print Name: C. Varage

JOINDER

KEYS GATE COMMUNITY ASSOCIATION, INC.

KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the Ninth Amendment to Amended and Restated Declaration of Master Covenants for Keys Gate (the "Ninth 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 Ninth Amendment, as Association has no right to approve the Ninth Amendment.

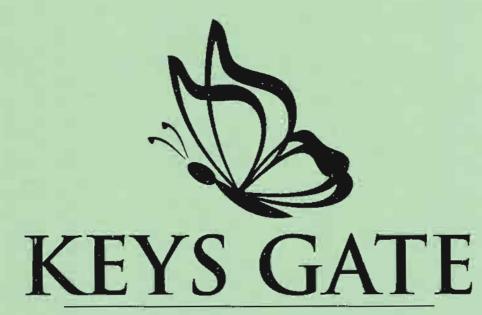
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2 day of <u>Jure</u>, 2010. WITNESSES: KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation By: Name: Kim Green Print Name: Title: President {SEAL} STATE OF FLORIDA SS.: COUNTY OF MIAMI-DADE The foregoing was acknowledged before me this A day of Dure, 2010 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 identification on behalf of the corporation. My commission expires: NOTARY PUBLIC, State of Florida at Large Print Name: Catherine Eason CATHERINE EASON MY COMMISSION # DD73646 EXPIRES: November 25, 2011

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a type popy of the

I HEREBY CERTIFY that this is a topecopy of the original free in this office on the day of the day

WITNESS my hand and Official Seal.

rs C



SAME LATTITUDE. DIFFERENT WORLD.



CFN 2015R0732510
OR BK 29856 Pss 3209-3214 (6Pss)
RECORDED 11/17/2015 12:10:44
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY AND UPON RECORDATION RETURN TO:

BEN SOLOMON, 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 ("<u>M&H</u>"), 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 "<u>Declaration</u>") respecting the Keys Gate community ("<u>Keys Gate</u>").
- 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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.
- 2. <u>Conflicts</u>. 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. <u>Definitions</u>. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 4. The Definition of Declarant is hereby modified as follows:

"Declarant" shall mean and refer to M & H Keys Gate Trust and any of its designees, successors and/or assigns who receive a writer assignment of all or a portion of the rights of Declarant hereunder, or all or a portion of such rights in connection with

appropriate portions of Keys Gate. In the event of such partial assignment, the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

5. The following Definition is hereby added to the Declaration:

"Keys Gate Trust" shall mean Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June 10, 2002. It is acknowledged that the individual designated as Trustee in this Definition may change from time to time.

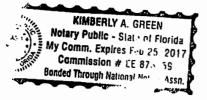
6. <u>Interpretation.</u> The following language is hereby added to the Declaration as Section 20.18:

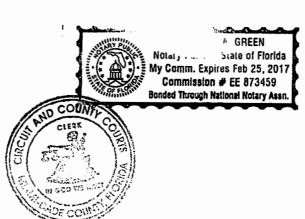
20.18 Interpretation. The Board, shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

- 7. <u>By-Laws.</u> The By-Laws of the Association attached as <u>Exhibit 15</u> to the Declaration are hereby amended as set forth in <u>Exhibit A</u> attached hereto.
- 8. 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 day of Member 2015. Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June 10, 2002 Print Name: {SEAL} STATE OF FLORIDA SS.: COUNTY OF MIAMI-DADE day of WICHIA, 2015 by The foregoing was acknowledged before me this Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June produced 2002, who 10, personally known to me has as identification. My commission expires: **NOTARY PUBLIC** State of Florida at Large Print Name:





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.

N WITNESS WHEREOF, the undersigned has executed this Joinder on this 2 day of NeWXC12015. KEYS GATE COMMUNITY WITNESSES: 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 5 day of MVem, Green, as President of KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-forme or who has produced who is personally known to corporation, as identification on behalf of the corporation. My commission expires: State of Florida at Large Print Name: JOVITA CARRILLO

Notary Public - State of Florida Commission # FF 215045 Iy Comm. Expires Mar 30, 2019 Ionded through National Notary Assn.



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").

RECITALS

- A. On September 10, 2003, M & H Homestead, Ltd., a Florida limited partnership ("<u>M&H</u>"), 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 "<u>Declaration</u>") respecting the Keys Gate community ("<u>Keys Gate</u>").
- B. The Amended and Restated By-Laws of the Association (the "<u>By-Laws</u>") were recorded as <u>Exhibit 15</u> 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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.
- 2. <u>Conflicts</u>. 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. <u>Definitions</u>. All initially capitalized terms not defined herein shall have the meanings set forth in the By-Laws.
- 4. <u>Delegate Vacancies</u>. The following language is hereby added as Section 5.9 of the By-Laws:
 - 5.9 Delegate Vacancies. Any vacancy in a Delegate position shall be filled as follows: (i) where the occurs more than one (1) year prior to the next regular election of Delegates, the vacant Delegate position shall be filled by way of a special election of the Owners within the Neighborhood served by such Delegate position, or (ii) where the vacancy occurs less than one (1) year from the next regular election of Delegates, the Board of Directors of the Association shall be entitled, in its sole and absolute discretion, to appoint an Owner from the applicable Neighborhood to serve as the interim Delegate until the next regular election.

5. <u>Covenant</u> . This Amendment shall be a covenant running with the land.
IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this day of North 2015.
Print Name: The Ima Lincolm By: My June 10, 1998 as modified on June 10, 2002 Maria Tests Mari
STATE OF FLORIDA } SS.: COUNTY OF MIAMI-DADE }
The foregoing was acknowledged before me this day of, 2015 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 bersonally known to me or who has produced as identification. My commission expires: NOTARY PUBLIC State of Florida at Large Print Name: Children Childr





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 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 WeMZ2015. WITNESSES: KEYS GATE COMMUNITY ASSOCIATION, INC a Florida not-for-profit corporation DVITA LAK Print Name: By: Name: Kim Green Title: President {SEAL} STATE OF FLORIDA) SS.: COUNTY OF MIAMI-DADE day of MORM The foregoing was acknowledged before me this Green, as President of KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-forknown to me or who has produced corporation, who is personally as identification on behalf of the corporation. My commission expires: NOTARY PUBLIC, State of Florida at Large Print Name: 100ta Caml JOVITA CARRILLO Notary Public - State of Florida Commission # FF 215045 Ny Comm. Expires Mar 30, 2019

Bonded through National Notary Assn.

