

# COMMUNITY ASSOCIATION DOCUMENTS



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# AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE

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# $\frac{AMENDED\ AND\ RESTATED\ DECLARATION\ OF\ MASTER\ COVENANTS}{FOR\ KEYS\ GATE}$

THIS AMENDED AND RESTATED DECLARATION OF MASTER COVENANTS FOR KEYS GATE ("Declaration") is made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2003, by M&H HOMESTEAD, LTD., a Florida limited partnership ("M&H"), joined in by KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") and R.N. THOMPSON GOLF FLORIDA. INC., a Florida corporation.

#### RECITALS:

- A. That certain Declaration of Master Covenants for Keys Gate was recorded by Homestead Properties, a Florida general partnership, in Official Records Book 13501 at Page 914 in the Public Records of Miami-Dade County, Florida (the "Original Declaration"), respecting the community known as Keys Gate.
- B. The Original Declaration was amended, supplemented and/or affected by the following documents:
- First Amendment to Declaration of Master Covenants for Keys Gate Recorded in Official Records Book 14391 at Page 897;
- 2. Supplemental Declaration and Amendment to Declaration of Master Covenants for Keys Gate recorded in Official Records Book 14546 at Page 689;
- Supplemental Declaration to Declaration Master Covenants for Keys Gate recorded in Official Records Book
   14691 at Page 2300;
- 4. Supplemental Declaration to the Declaration of Master Covenants for Keys Gate recorded in Official Records Book 16319 at Page 4691,
- 5. Amendment to Declaration of Master Covenants for Keys Gate recorded in Official Records Book 17029 at Page 2900;
- Amendment to the Declaration of Master Covenants for Keys Gate recorded in Official Records Book 17118 at Page 2237;
- Supplemental Declaration and Amendment to Declaration of Community Association Covenants for Keys Gate recorded in Official Records Book 17152 at Page 3241;
- 8. Supplemental Declaration and Amendment to Declaration of Master Covenants for Keys Gate recorded in Official Records Book 17458 at Page 2811;
- 9. Supplemental Declaration and Amendment to Declaration of Master Covenants for Keys Gate recorded in Official Records Book 17746 at Page 2154;
- 10. Supplemental Declaration and Amendment to Declaration of Master Covenants for Keys Gate recorded Official Records Book 17746 at Page 2154;
- 11. Supplemental Declaration and Amendment to Declaration of Master Covenants for Keys Gate recorded in Official Records Book 18181 at Page 1779;

All recorded in the Public Records of Miami-Dade County, Florida. The foregoing documents, together with the Original Declaration, shall hereinafter be referred to as the "Original Homeowner Documents."

- C. Pursuant to that certain Assignment and Assumption of Rights of Declarant under Master Covenants recorded in Official Records Book 18181 at Page 1848, M&H became Declarant under the Original Homeowner Documents.
- D. Section 5 of Article XI of the Original Declaration, provides in pertinent part, that the Declaration may be amended, changed or added to at any time and from time to time by Declarant, for so long as it or its affiliate holds title to any of the Lots within Keys Gate.
- E. M&H holds title to Lots within Keys Gate and has determined that the Original Declaration should be amended and restated in its entirety, as there have been numerous amendments and supplements recorded which have changed or otherwise affected the Original Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant hereby declares that the real property described in Exhibit 1 attached hereto and made apart hereof ("Kevs Gate") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

- i. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.
- Original Homeowner Documents. This Declaration shall replace entirely the Original Homeowner Documents. This
  Declaration shall relate back to and be deemed effective from the date upon which the Original Declaration was recorded.

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- Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following means:
  - "Amenity Easement Area" shall have the meaning set forth in Section 11.7.1 hereof.
- "Articles" shall mean the Amended and Restated Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 14 and made a part hereof.
- "Assessments" shall mean and refer to the various forms of payment to Association which are required to be made by the Owners, as more particularly defined in Section 13.1 of this Declaration.
- "Association" shall mean and refer to Keys Gate Community Association, Inc., a Florida corporation not for profit, its successors and assigns.
- "Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards.
- "Augusta Greens Phase 1 Neighborhood" shall mean the Neighborhood legally described on Exhibit 3 attached hereto.
- "Augusta Greens Phase 2 Neighborhood" shall mean the Neighborhood legally described on Exhibit 33 attached hereto.
  - "Benefitted Common Areas" shall have the meaning set forth in Section 11.7.1 hereof.
  - "Board" shall mean and refer to the duly constituted Board of Directors of Association.
- "By-Laws" shall mean the Amended and Restated By-Laws of Association in the form attached hereto as Exhibit 15 and made a part hereof, as amended from time to time.
- "Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Residences including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.
  - "Capital Improvement Assessments" shall have the meaning set forth in Section 13.1.2 hereof.
  - "Centergate Neighborhood" shall mean the Neighborhood legally described on Exhibit 4 attached hereto.
- "Centergate Neighborhood Common Areas" means those areas described on Exhibit 26 attached hereto. These Neighborhood Common Areas are for the exclusive use of the Centergate Neighborhood.
  - "Cocoplum District" shall mean the District legally described on Exhibit 5 attached hereto.
- "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 the Augusta Greens, Dunwoodie and the Fairways Neighborhoods. Additional Neighborhoods will share the Cocoplum Shared District Common Areas.
- "Committee" shall mean and refer to the Architectural Control Committee of the Association responsible for performing the architectural review and approval functions set forth in Section 14 of this Declaration.
- "Common Areas" shall mean and refer to the land within Keys Gate designated as such herein or from time to time by Plat or by any amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Keys Gate. As used herein, "Common Areas" may also include (i) all improvements to the aforesaid land (other than those owned or maintained by a special taxing district or a public or private utility company) including, without limitation, private roadways and signage located thereon or adjacent thereto, any gatehouses, entry features, swales and berms, structures, street lights, pedestrian paths, sidewalks, swimming pools, recreation facilities, irrigation systems (except to the extent owned or operated by the Golf Club Owner), (ii) drainage structures, canals, lakes and other water bodies within the Common Areas, (iii) special grading, landscaping, lighting or improvements of common benefit to Keys Gate, located near, but not within, the land constituting the Common Areas, and (iv) Common Areas declared as such in any amendment to this Declaration (even if not located within Keys Gate). The Common Areas include the Master Common Areas, the Neighborhood Common Areas and the Maintenance Common Areas. In no event shall public or private utility installations or systems located within the Common Areas be deemed a part hereof unless the same are owned by Association. The Common Areas do not include any portion of a Residence. It is specifically contemplated that certain areas which are not or will not become a part of the property constituting Keys Gate may nevertheless become the maintenance, repair, replacement and insurance responsibility of Association, unless Declarant otherwise elects. Therefore, Declarant may from time to time declare such areas to be "Common Areas" hereunder for such purposes only and not for the purpose of requiring their ultimate conveyance to Association. Such Common Areas are designated as the Maintenance Common Areas herein and will be so designated in any applicable Supplemental Declaration.

"Community Assessments" shall have the meaning set forth in Section 13.1.1.1 hereof.

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- "Community Completion Date" shall mean the date upon which all Residences in Keys Gate, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners.
- "<u>Data Transmission Services</u>" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.
- "Declarant" shall mean and refer to M&H and any of its designees, successors and/or assigns who receive a written 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 a 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.
- "<u>Declaration</u>" shall mean and refer to this Amended and Restated Declaration of Master Covenants for Keys Gate, as it may be amended and supplemented from time to time.
- "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 an amendment to this Declaration to such effect, (ii) reduced by way of an 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 an amendment to this Declaration. An amendment to this Declaration respecting Districts may be executed by an officer of Association if so authorized by a vote of a majority of the Board after the Turnover Date.
  - "District Assessments" shall have the meaning set forth in Section 13.1.1.3 hereof.
- "District Common Areas" shall mean any portion of the Common Areas which are set aside for the exclusive use and enjoyment of the Owners and occupants of one or more Districts to the exclusion of others as set forth herein or by an amendment to this Declaration. Unless otherwise specifically provided herein or unless the context clearly otherwise requires, the term "Common Areas" shall include the District Common Areas. Some Neighborhoods may not have any District Common Areas. Owners within a Neighborhood who receive the benefit of District Common Areas shall pay District Assessments to Association for the benefit thereof.
- "Double Lots" shall mean two (2) Lots upon which a single Home has been Built. The current Double Lots are listed on Exhibit 21 attached hereto. In order for any additional two (2) Lots to qualify as Double Lots, the legal description for such Double Lots must be approved by Declarant and added to Exhibit 21 by amendment to this Declaration. Double Lots are considered a single Lot for all purposes under this Declaration. By way of example, Double Lots pay Assessments as a single Lot. Double Lots only have one (1) vote appurtenant thereto. Double Lots shall cease to be Double Lots at any time more than one (1) Residence is constructed on such Lots.
  - "Dunwoodie Neighborhood" shall mean the Neighborhood legally described on Exhibit 32 attached hereto.
  - "Eastlake Neighborhood" shall mean the Neighborhood legally described on Exhibit 6 attached hereto.
- "Eastlake Neighborhood Common Areas" means those areas described on Exhibit 23 attached hereto. These Neighborhood Common Areas are for the exclusive use of the Eastlake Neighborhood.
  - "Fairways Neighborhood" shall mean the Neighborhood legally described on Exhibit 34 attached hereto.
  - "General Assessments" shall have the meaning set forth in Section 13.1.1 hereof.
- "Golf Club" means the property and facilities comprising the Keys Gate Golf Club which is legally described on Exhibit 7 attached hereto.
  - "Golf Club Owner" shall mean and refer to the person or entity owning Keys Gate Golf Club.
- "Hibiscus District" shall mean the District legally described on Exhibit 13 attached hereto. Declarant intends to expand this District to include more land in the future.
- "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.
- "Keys Gate" shall mean and refer to all properties legally described on Exhibit 1 attached hereto and made a part hereof, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedure set forth in this Declaration.
  - "Keys Landing Neighborhood" shall mean the Neighborhood legally described on Exhibit 8 attached hereto.
- "Keys Landing Neighborhood Common Areas" shall mean those areas described on Exhibit 31 attached hereto. These Neighborhood Common Areas are for the exclusive use of the Keys Landing Neighborhood.
- "Lender" shall mean a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension fund, agency or authority of the United States or state or local government, the Federal National Mortgage Association ("FNMA" or "Fannie Mae"), the U.S. Department of Housing and Urban Development

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("HUD"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Veterans Administration ("VA"), the Federal Housing Administration ("FHA") or the Declarant or its affiliate, in any case which holds or insures a first mortgage on a Lot.

"Lot" shall mean and refer to an individual parcel of land within Keys Gate which is shown as an individual residential lot on one of the various plats of portions of Keys Gate recorded from time to time. In the case of a residential condominium made subject to this Declaration the "Lots" therein shall be the individual residential condominium units thereof and not the parcel(s) of real property on which the condominium is constructed.

"M&H" shall mean M&H Homestead, Ltd., a Florida limited partnership, its successors and/or assigns.

"Maintenance Common Areas" are described or depicted in Exhibit 17 attached hereto and made a part hereof. By so designating such areas, all right, title and interest in and to the Maintenance Common Areas is reserved in favor of the owners thereof free and clear of any obligation to ever convey same to Association or to allow the Members of Association to use them. The Maintenance Common Areas may include, without limitation, entry feature and perimeter and median landscaping along or within road (including signage located therein). References herein to the Common Areas shall include the Maintenance Common Areas unless specifically stated to the contrary.

"Master Common Areas" shall mean those Common Areas owned by the Master Association. Master Common Areas benefit all Owners in Keys Gate. The current Master Common Areas are legally described on Exhibit 27 attached hereto.

"Members" shall mean and refer to all those Owners and others who are the Members of Association as hereinafter provided (including, without limitation, Declarant and the Golf Club Owner). The votes of the Members shall be cast by their respective Voting Members as provided in this Declaration and the Articles and By-Laws of Association.

"Member's Permittees" shall mean and refer to those persons described in Section 15.3 of this Declaration to whom certain privileges hereunder are afforded.

"<u>Multichannel Video Programming Service</u>" shall mean any method of delivering video programming to Residences including, without limitation, interactive video programming. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"Neighborhood" shall mean and refer to any portion of Keys Gate declared to be a Neighborhood as set forth herein, or by an amendment to this Declaration (including, without limitation, a condominium). The current various Neighborhoods are identified on Exhibit 18 attached hereto and made a part hereof. A Neighborhood may be (i) expanded to include additional property by an amendment to this Declaration to such effect, (ii) reduced by way of an 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 an 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 a majority of the Board after the Turnover Date.

"Neighborhood Advisory Committee" shall have the meaning set forth in Section 12.4 hereof.

"Neighborhood Assessments" shall have the meaning set forth in Section 13.1.1.2 hereof.

"Neighborhood Association" shall mean any association created or to be created to administer a Neighborhood. A condominium association shall not be deemed a Neighborhood Association.

"Neighborhood Common Areas" shall mean any portion of the Common Areas which are set aside for the exclusive use and enjoyment of the Owners and occupants of one or more Neighborhoods to the exclusion of others as set forth herein or by an amendment to this Declaration. Unless otherwise specifically provided herein or unless the context clearly otherwise requires, the term "Common Areas" shall include the Neighborhood Common Areas. Some Neighborhoods may not have any Neighborhood Common Areas. Owners within a Neighborhood who receive the benefit of Neighborhood Common Areas shall pay Neighborhood Assessments to Association for the benefit thereof.

"Neighborhood Delegate" shall have the meaning set forth in Section 12.2 hereof.

"Northgate Neighborhood" shall mean the Neighborhood legally described on Exhibit 10 attached hereto.

"Northgate Neighborhood Common Areas" means those areas described on Exhibit 25 attached hereto. These Neighborhood Common Areas are for the exclusive use of the Northgate Neighborhood.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts required to maintain the all community lighting including up-lighting and Neighborhood entrance lighting (if not the obligation of a Neighborhood Association); all amounts required to maintain the surface water management system; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; monitoring system costs; salaries: management fees; professional fees; service costs; supplies: maintenance; repairs; replacements: refurbishments; Common Area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

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- "Owner" shall mean and refer to the record owner (whether one or more persons or entities) of the fee simple title to any Lot situated within Keys Gate. The term "Owner" shall not include Declarant, Golf Club Owner or a Lender.
  - "Parking Area Maintenance Obligations" shall have the meaning set forth in Section 11.7.1 hereof.
  - "Personal Assessments" shall have the meaning set forth in Section 13.1.4 hereof.
- "Plat" shall mean any plat of any portion of Keys Gate filed in the Public Records, as the same may be amended from time to time.
- "Premium Channel" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel.
  - "Public Records" shall mean the Public Records of Miami-Dade County, Florida.
  - "Reserves" shall have the meaning set forth in Section 13.8 hereof.
- "Residence" shall mean a residential home and appurtenances thereto constructed on a Lot within Keys Gate. A Residence shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, single family home and zero lot line home. The term Residence may not reflect the same division of property as reflected on a Plat. A Residence shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Residence, or the obligation of Owner to pay Assessments with respect to such Residence. The term "Residence" includes any interest in land, improvements, or other property appurtenant to the Residence.
  - "Royal Palm District" shall mean the District legally described on Exhibit 9 attached hereto.
- "Royal Palm Shared District Common Areas" shall mean the areas described on Exhibit 19 attached hereto. These District Common Areas are for the exclusive use of the Centergate and Northgate Neighborhoods.
- "Rules and Regulations" shall mean the Rules and Regulations governing Keys Gate as adopted by the Board from time to time.
- "Shores at Kevs Gate Neighborhood" shall mean the Neighborhood legally described on Exhibit 11 attached hereto.
- "Shores at Keys Gate Neighborhood Common Areas" shall mean those areas described on Exhibit 30 attached hereto. These areas are for the exclusive use of the Shores at Keys Gate Neighborhood.
- "Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 13.1.3 hereof.
- "Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, initigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.
- "Telecommunications Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Declarant may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.
- "Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; telephony services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.
- "Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Keys Gate. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).
- "Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

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- "Towngate Neighborhood" shall mean the Neighborhood legally described on Exhibit 12 attached hereto.
- "Towngate Nelehborhood Common Areas" means those areas described on Exhibit 16 attached hereto. These Neighborhood Common Areas are for the exclusive use of the Towngate Neighborhood.
  - "Towngate Recreational Area" means that certain recreation area described on Exhibit 28 attached hereto.
  - "Turnover Date" shall mean the date upon which Declarant turns over control of Association to the Owners.
- "Voting Member" shall mean the Member of each Neighborhood who exercises all of the votes of such Neighborhood. Voting Members are determined as provided in the Articles and By-Laws.

#### 4. Amendment.

- 4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant, unless such amendment receives the prior written consent of Declarant, as applicable, which may be withheld for any reason whatsoever. No amendment shall after the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.
- Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Keys Gate; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Residences, and maintenance standards for landscaping. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create casements over Residences conveyed to Owners provided that such easements do not prohibit the use of such Residences as a residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.
- 4.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66%%) of the Board; and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) at a duly called meeting of the Members in which a quorum is present.

#### 5. Annexation and Withdrawal,

- Annexation by Declarant. Prior to the Turnover Date, additional lands may be made part of Keys Gate by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any Lot or Residence). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Keys Gate. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Turnover Date, only Declarant may add additional lands to Keys Gate.
- 5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66%%) of the Board; and (ii) seventy-five percent (75%) of all of the votes (in person or by proxy) at a duly called meeting of the Members in which a quorum is present.
- 5.3 <u>Withdrawal</u>. Prior to the Turnover Date, any portions of Keys Gate (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records; provided, however, that such withdrawal is not unequivocally contrary to the overall uniform scheme of development for Keys Gate. The right of Declarant to withdraw portions of Keys Gate shall not apply to any Residence which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Keys Gate shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any Lot or Residence). Association shall have no right to withdraw land from Keys Gate.

#### 6. <u>Dissolution</u>

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

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6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Keys Gate and each Residence therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Association for Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Keys Gate which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

#### Binding Effect and Membership.

- 7.1 Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Residence or Lot, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.
- Transfer. The transfer of the fee simple title to a Residence, whether voluntary or by operation of law, terminating the Owner's title to that Residence shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Residence. An Owner's rights and privileges under this Declaration are not assignable separately from a Residence. The Owner of each Residence is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Residence shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Residence, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Residence pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Residence an Owner shall remain liable for Assessments accruing on the Residence from and after the date of conveyance.
- 7.3 Membership. Upon acceptance of title to a Residence, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Residence. Notwithstanding the foregoing, any such person or entity who merely holds record ownership as security for the performance of an obligation shall not be a Member of Association. Declarant rights with respect to Association are set forth in the Articles and By-Laws. The Golf Club Owner shall not be a member of Association.
- 7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Residence, designate one or more persons who are to be the occupants of the Residence and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.
- 7.5 <u>Voting Interests.</u> Voting interests in Association are governed by the provisions of the Articles and By-Laws. Each Owner shall be part of one Neighborhood for the purposes of electing Neighborhood Delegates after the Turnover Date, as more specifically described in Section 12.2 hereof. When reference is made in this Declaration, or in the Articles, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of the Members such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members eligible to be cast by their respective Voting Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves (or their Lots) or of the individual Voting Members themselves. It is the purpose hereof that the maximum extent lawfully all votes of the Members shall be cast by their respective Voting Members.
- 7.6 <u>Document Recordation by Owners Prohibited.</u> Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Declarant, or conflict with the provisions of this Declaration
- 7.7 <u>Conflicts.</u> In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, By-Laws or any of the Association Documents, this Declaration shall control. In the event that a Neighborhood Declaration is more restrictive that this Declaration, the Neighborhood Declaration shall control.

#### Common Areas

- 8.1 Ownership. The Common Areas are hereby dedicated to the joint and several non-exclusive use, in common, of Declarant, the Golf Club Owner (as hereinafter provided) and the Owners, in the manner specified in this Declaration, and all of Declarant's, the Golf Club Owner's and such Owners' respective permitted lessees, guests and invitees, all as provided and regulated in this Declaration or otherwise by Association (subject to applicable exemptions therefrom in favor of Declarant and the Golf Club Owner). The use rights as to the Neighborhood Common Areas are, however, limited to the Owners of Lots in the applicable Neighborhood. The use rights as to the District Common Areas are, however, limited to the Owners or users of Lots in the applicable District. Areas are designated Common Areas. Neighborhood Common Areas or District Common Areas by a provision to such effect contained in this Declaration or in any amendment to this Declaration.
- 8.2 Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Areas, the Neighborhood Common Areas and the District

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Common Areas may be dedicated by Plats, created in the form of casements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Declarant to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas, the Neighborhood Common Areas and the District Common Areas and other obligations relating to the Common Areas, the Neighborhood Common Areas and the District Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, Neighborhood Common Areas, the District Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTS OF THE COMMON AREAS, NEIGHBORHOOD COMMON AREAS AND THE DISTRICT COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, there shall be no conveyance of Maintenance Common Areas to the extent such areas are owned by any governmental entity.

- Operation of Common Areas, Neighborhood Common Areas and District Common Areas. Association shall be responsible for the operation of all Common Areas (whether or not conveyed or to be conveyed to Association) in a continuous and satisfactory manner without cost to the general taxpayers of the City of Homestead or of Miami-Dade County. It is intended that all real estate taxes assessed against that portion of the Common Areas, Neighborhood Common Areas and District Common Areas owned or to be owned by Association shall be (or have been based upon the purchase prices of the Lots and Residences already having taken into account their proportionate shares of values of the Common Areas) proportionally assessed against and payable as part of the taxes of the Lots within Keys Gate. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, Neighborhood Common Areas or District Common Areas, Association shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant (or the than Declarant-affiliated owner thereof) and Association as of the date of such recordation. Without limiting the generality of the foregoing, Association shall assume all of Declarant's, its affiliates' (and its and their predecessors') responsibility to Miami-Dade County of any kind with respect to the Common Areas, Neighborhood Common Areas and District Common Areas, including, but not limited to, roads, adjacent landscaped areas and entry features, and shall indemnify Declarant and its affiliates and hold Declarant and its affiliates harmless with respect thereto.
- Right of Entry. Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas, Neighborhood Common Areas, District Common Areas and other portions of Keys Gate (including, without limitation, Lots and Residences) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere in Keys Gate that Declarant and its affiliates, as appropriate, elect to effect, and Declarant and its affiliates shall have the right to use the Common Areas, Neighborhood Common Areas and District Common Areas for sales, customer parking, displays and signs during the period of construction and sale of any of the land owned by Declarant and its affiliates within Keys Gate. All of the foregoing shall apply notwithstanding the fact that Association holds title to the applicable Common Areas, Neighborhood Common Areas and District Common Areas as of any relevant time.

#### 8.5 <u>Use.</u>

- 8.5.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.
- 8.5.2 Right to Allow Use. Declarant and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Declarant. Thereafter, any such agreement shall require the approval of the Board of Directors, which consent shall not be unreasonably withheld or delayed.
- 8.6 Easement for Use. Each Member of Association, each Member's Permittees, and the guests of the Members and Member's Permittees (subject to the limitation and regulation of such guests by Association) shall have a permanent and perpetual non-exclusive easement for the use and enjoyment of all Common Areas (except for the a Neighborhood Common Area or District common Area other than their own and except for the Maintenance Common Areas) in common with all other such Members and Member's Permittees, their tenants, agents and invitees. All rights of use and enjoyment are subject to the following:
- 8.6.1 The right and duty of Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the Plats of portions of Keys Gate from time to time recorded.
- 8.6.2 The right of Association to suspend the right of an Owner (other than Declarant) and his/her Member's Permittees to use the Common Areas (except for legal access to and from the Owner's Lot) and common facilities

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for any period during which any applicable Assessment remains unpaid; and for a period not to exceed sixty (60) days from any infraction of lawfully adopted and published Rules and Regulations.

- 8.6.3 The right of Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas, provided that such right is now or hereafter granted to or adopted by Association.
- 8.6.4 The right of Association to adopt at any time and from time to time and enforce Rules and Regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as elsewhere provided herein. Any rule and/or regulation so adopted by Association shall apply until rescinded or modified as if originally set forth at length in this Declaration. Declarant, or property owned by Declarant, shall not be subject to such Rules and Regulations.
- 8.6.5 The right of Association, by a two-thirds (2/3) affirmative vote of the total votes of the Owners, to dedicate portions of the Common Areas to a Neighborhood Association or a public or quasi-public agency, community development district or similar entity under such terms as Association deems appropriate and, by majority vote of the Board of Directors of Association, to contract with Miami-Dade County, community development and special taxing districts for lighting, roads, irrigation, recreational or other services deemed, appropriate by Association (to which such creation or contract all Owners hereby consent).
- 8.6.6 Notwithstanding anything to the contrary in this Declaration, and without limiting the generality of Section 21.8 hereof, Declarant shall have the right to permit persons other than Members (including, without limitation, prospective purchasers of Lots) to use the Common Areas and any recreational facilities that may be constructed thereon under such terms as Declarant, its successors and assigns, may from time to time desire, all without interference from Association.
- 8.6.7 The right of Declarant and Association to have, grant and use general ("blanket") and specific casements, permits and licenses over, under and through the Common Areas.
  - 8.6.8 The rights of the Golf Club Owner as elsewhere provided in this Declaration.
- 8.6.9 The easements provided in this Section 8.6 shall be appurtenant to and shall pass with the title to each Lot.
- 8.7 <u>Conveyance of Common Areas.</u> Association with Board approval may convey portions of the Common Areas to private owners and/or Declarant for the benefit of Keys Gate or to enhance the services or amenities of Keys Gate as a whole. By way of example, and not of limitation, a portion of the Common Areas may be conveyed for the purpose of creating a Charter School.

#### 9. <u>Maintenance by Association.</u>

- Maintenance of Common Areas. Association shall at all times maintain in good repair, operate, manage and insure, and shall replace as often as reasonably necessary to keep same in good working order (where applicable), the Common Areas, any and all improvements situated on the Common Areas. All work pursuant to this Section and all expenses hereunder or otherwise allocated to Association shall be paid for by Association through Assessments imposed in accordance herewith. Association, on behalf of itself and/or all or appropriate Neighborhood Associations, if any, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of Keys Gate, or appropriate portions thereof, and Association shall then have the power to allocate portions of such expenses among Association and/or the Neighborhoods, based on such formula as may be adopted by Association or as otherwise provided in this Declaration. Upon Association's making such allocation to a Neighborhood, the costs so allocated shall be assessed as a "Neighborhood Assessment" as defined in Section 13.1.1.2 of this Declaration. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas.
- 9.2 <u>Neighborhood Common Areas</u>. Association shall maintain the Neighborhood Common Areas in the same manner for Common Areas as set forth herein.
- 9.3 <u>District Common Areas</u>. Association shall maintain the District Common Areas in the same manner for Common Areas as set forth herein.
- 9.4 Berms. Without limiting any other provision hereof, Association shall have the option, in its sole and absolute discretion, to maintain any berms that are of common benefit to Keys Gate even though such berms may lie within the boundaries of one or more Lots.
- 9.5 Royal Palm Clubhouse. The Royal Palm Clubhouse, identified on Exhibit 19, is reserved as a Royal Palm Shared District Common Area for the use of the following Neighborhoods: Northgate and Centergate. Owners within Eastlake Neighborhood, Cocoplum Neighborhood, Keys Landing Neighborhood and such other Neighborhoods as Declarant shall determine in its sole discretion by amendment to this Declaration from time to time are currently allowed to purchase memberships from the Declarant to the Royal Palm Clubhouse. Declarant reserves the right to discontinue the availability of memberships for new Eastlake and Fairways Owners at any time, or to sell memberships in the Royal Palm Clubhouse to other residents of Keys Gate. Declarant has the right to sell memberships to the Royal Palm Clubhouse to Keys Gate residents in Neighborhoods other than Northgate and Centergate until the Turnover Date. Monies from the sale of memberships in the Royal Palm Clubhouse shall be used to offset the operating expenses of the Royal Palm Clubhouse that are presently being partially funded by Declarant.

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- 9.6 <u>Towngate Recreational Area.</u> The Towngate Recreational Area, identified on <u>Exhibit 28</u>, is reserved as a Neighborhood Common Area for Towngate Neighborhood. Owners within Centergate Neighborhood will be allowed to purchase memberships from the Declarant for use of the Towngate Recreational Area. Declarant reserves the right to discontinue the availability of new memberships for Centergate Neighborhood Owners at any time Declarant determines, in its sole and absolute discretion, there is not adequate capacity for additional Centergate memberships.
- 9.7 <u>Duty to Maintain Surface Water Management System.</u> The Surface Water Management System within Keys Gate will be owned, maintained and operated by Association as permitted by the SFWMD. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.
- 9.8 Amendments Affecting Surface Water Management System. Any proposed amendment to Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.
- 9.9 <u>Wetland Conservation Areas.</u> Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that become established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SFWMD, West Palm Beach Office, Surface Water Regulation Manager.
- 9.10 <u>Use Restrictions for Wetland Conservation Areas.</u> The conservation areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit and the plats associated with Keys Gate. Activities prohibited within the conservation areas include, but are not limited to, the following:
- 9.10.1 Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- 9,10.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- 9.10.3 Removal or destruction of tress, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer.
- 9.10.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;
- 9.10.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;
- 9.10.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation;
- 9.10.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and
- 9.10.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.
- 9.11 SFWMD Approval for Construction. No Owner within Keys Gate may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded plat(s) of Keys Gate, unless prior approval is received from the SFWMD. Each Owner within Keys Gate at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SFWMD.
- 9.12 Keys Landing. Under no circumstances shall Owners within the Keys Landing Neighborhood place improvements, landscaping or fixtures in the conservation and maintenance easement areas adjacent to any lake in the Keys Landing Neighborhood Encroachments of any kind into these areas are prohibited.
- 9.13 Maintenance of Residences. Association may provide certain maintenance to Residences and Lots within specific Neighborhoods. Exhibit 20 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.

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- 9.13.1 Scope of Responsibility in Northgate. Association shall have an easement to 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 the negligence or misconduct of the 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, window or door screens, entry or garage doors (except for their exterior finishes) or light fixtures (or to replace their bulbs).
- 9.13.2 <u>Maintenance Limited</u>. The maintenance and repairs provided for herein shall be, however, for the 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.

#### Maintenance by Owners.

- 10.1 Owner's Maintenance. For all Residences which do not receive landscape maintenance by Association (as set forth in Section 9.3 herein) the following shall apply:
- shall maintain all exterior of Residences. The Owner of a Lot (or his/her Neighborhood Association, if applicable) shall maintain all exterior painted or stained surfaces and roofs, facias and soffits of the structures (including the Residence) and other improvements located on the Lot (including driveway and sidewalk surfaces) in a near, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors, including the wood and hardware of garage doors and sliding glass doors. The minimum, though not sole, standard for the foregoing shall be consistency with the general appearance of the applicable Neighborhood as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The Owner (or Neighborhood Association) shall clean, repaint or restain, as appropriate, the exterior portions of each Residence (with the same colors as initially used on the Residence unless otherwise approved by the Committee), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. In addition to the foregoing, each Owner shall be responsible for the maintenance of any portion of his/her driveway as well as any mailbox, sidewalk, grass or other plant material located between his property line and the paved portion of any street adjacent to his/her Lot, notwithstanding that same may be within a public right of way or Common Area.
- 10.1.2 Lots. The Owner (or Neighborhood Association) shall maintain and irrigate the trees, shrubbery, grass and other landscaping on each Lot in a neat, orderly and attractive manner and consistent with the general appearance of Keys Gate as a whole. The minimum (though not sole) standard for the foregoing shall be the general appearance of Keys Gate as initially landscaped (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Notwithstanding the foregoing, to the extent set forth in Exhibit 20 Association may provide common irrigation but, in doing so, may make Owners (or Neighborhood Associations) responsible for the maintenance, repair or replacement of the sprinkler heads.
- 10.1.3 Patios. Notwithstanding the foregoing, in the event that a patio or similar structure is now or hereafter located on a Lot or a limited common element thereof, the Owner of such Lot shall be solely responsible for maintaining, repairing and replacing such patio and all fixtures thereto (e.g., barbecue grills) in a neat, clean and attractive manner (although Association shall still maintain any hedges or other landscaping bordering on such patio if identified in Exhibit 8).
- Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner (or his/her Neighborhood Association, if applicable) fails to maintain a Residence of Lot, or in the event of a Neighborhood Association's failure to maintain its common areas/elements, Association shall have the right to enter upon the land in question and perform such duties; provided, however, that such entry is during reasonable hours and is made after five (5) days' prior written notice. The Owner or Neighborhood Association having failed to perform its maintenance duties shall be liable to Association for the costs of performing such remedial work and shall pay an additional administrative charge of up to twenty-five percent (25%) of the costs of all remedial work, all such sums being charged as a Personal Assessment, to be secured by the lien provided for in Section 13 herein.

#### 11. Easements

Utility Easements; Irrigation Lines. Public utilities installed in the Common Areas for the service of Keys Gate shall be installed underground whenever practical. Declarant and its designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of Lots for the installation, operation, maintenance, repair, replacement, alteration and extension of such utility and other systems as Declarant shall deem appropriate to have located within Keys Gate. Except in the case of a condominium, no common utility pipes or lines shall run under a Residence and no connecting pipes or lines shall run under any Residence other than the one it serves. Notwithstanding anything contained in this Declaration or on any Plat to the contrary, no utility company or other entity to which an easement over any portion of Keys Gate is granted (herein or by Plat or otherwise) shall have the right to assign such easement, or grant any easement or use rights, to or over its respective easement area without Declarant's prior written consent, which Declarant may withhold in its sole discretion. Any holder or user of an easement over any portion of Keys Gate shall be responsible to all other parties who/which have the right to use all or any portion of the area of such easement for any damage occurring to the property of such other parties caused by the holder or user's use of the easement area and such holder or user shall also be liable to Declarant and Association for any disruptions in the services provided by such other parties caused by the holder or user's use of the easement area.

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- 11.2 Irrigation Maintenance. Each Lot shall be subject to an easement in favor of Association for the operation, maintenance, repair and replacement of irrigation lines and equipment (i.e., sprinkler systems) serving such Lot and the Common Areas. Association shall be responsible for restoring any portion of a Lot damaged by any of its aforesaid activities to a condition substantially the same as that which existed prior to the commencement of such activities. Notwithstanding its location within a Lot, all irrigation systems so located shall be and remain the sole property of Association from and after the date it acquires same from Declarant (which shall have the exclusive ownership thereof until that date).
- <u>Public Easements</u>. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Keys Gate.
- 11.4 <u>Title to Maintenance Common Areas</u>. In the event that any property is declared to be Maintenance Common Areas, title to such property shall remain vested in the owner(s) thereof from time to time and such property may be conveyed, encumbered, leased or otherwise dealt with by such owners(s) in its/their sole discretion and without the joinder or consent of Association. In the event that such owner(s) constructs any improvements to the applicable property which, as evidenced by written notice to Association, is no longer to be maintained by Association, then both the right and duty of Association to perform such maintenance shall ccase and terminate.
- Golf Club Owner Easement. All lands (whether Common Areas or Lots) adjacent to the Golf Club shall be subject to an easement in favor of the Golf Club Owner and all persons using same to retrieve golf balls coming to rest on such lands, provided that such golf balls shall be carried (as opposed to played) from such lands. The aforesaid lands shall also be subject to an easement in favor of the Golf Club Owner for its entry (by persons and/or equipment) upon such lands in connection with the maintenance and repair of the Golf Club Owner's property.
- Association's Right of Entry. Association shall have an easement and right of entry on and in each Lot and Residence during reasonable hours (and with at least twenty-four (24) hours prior notice to the applicable occupant, except in cases of emergency) for the purpose of correcting (by removal, repair or otherwise) any violation of this Declaration or of the Rules and Regulations of Association.

#### Driveway and Parking Facilities for Golf Club and Common Areas.

- The portion of Keys Gate described or depicted on Exhibit 2 attached hereto and made a part hereof (the "Amenity Easement Area") is intended to serve as the entrance area and parking for the Golf Club and those Common Areas owned by Association (whether now or acquired by Association in the future (the "Benefitted Common Areas"). Association, Members, Declarant and their respective guests, service providers and designees, together with all other parties having a right, privilege or license to use any part of the Benefitted Common Areas, shall have a permanent and perpetual non-exclusive easement to use the Amenity Easement Area for pedestrian and vehicular access and parking. The Golf Club Owner shall be the owner of the Amenity Easement Area, and shall be responsible for maintaining, repairing and replacing the Amenity Easement Area (including, without limitation, all paving, striping and landscaping located therein) in a first class, good and attractive condition. Association shall reimburse the Golf Club Owner for twenty-five percent (25%) of the maintenance, repair and replacement costs actually and reasonably incurred by the Golf Club Owner in performing its obligations pursuant to the immediately preceding sentence (the "Parking Area Maintenance Obligations"). The Parking Area Maintenance Obligations shall be part of the General Assessments of Association.
- 11.7.2 In the event the Golf Club Owner fails at any time to perform the Parking Area Maintenance Obligations, either Declarant or Association may give the Golf Club Owner written notice of such failure. If the Golf Club Owner does not cure such failure within fifteen (15) business days following the date of such notice, then Declarant or Association shall have the right, but not the obligation, to enter upon the Amenity Easement Area and to perform the unperformed Parking Area Maintenance Obligations. The costs of any such remedial work shall be recovered by Association as a Personal Assessment pursuant to Section 13.1.4 hereof. Such Personal Assessments shall be subject to all the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures.
- 11.7.3 Notwithstanding any provision hereof to the contrary, the Golf Club Owner hereby consents to the imposition of Personal Assessments upon the Golf Club Owner as set forth above.

#### Neighborhoods.

- Preamble. In order to provide for the orderly and coordinated administration of Keys Gate and to achieve desired economics of scale in such regard while at the same time providing a mechanism by which specific concerns of specific portions of Keys Gate may be addressed. Keys Gate is intended to be divided (by this Declaration or by amendment to this Declaration) into Neighborhoods. The initial Neighborhoods are identified on Exhibit 6 hereto.
- Voting and Representation. After the Turnover Date, the Owners within each Neighborhood shall elect one (1) delegate from their Neighborhood ("Neighborhood Delegate"). Each Neighborhood Delegate shall have one (1) vote for each Lot in such Delegate's Neighborhood. Notwithstanding the foregoing, Double Lots shall only have one (1) vote. All of the Neighborhood Delegates shall elect the Board of Directors as set forth in the Articles and By-Laws.
- Neighborhood Assessments. In addition to the Community Assessments provided for in Section 13 hereof, Neighborhood Assessments shall be levied equally against all Lots within a specific Neighborhood at a rate commensurate with the costs of operating, administrating and maintaining the portions thereof which are the operational, administrative and/or maintenance responsibility of Association. Inasmuch as each Neighborhood will have its own unique characteristics, the rate of Neighborhood Assessments therefor may differ from those applicable to other Neighborhoods. Community Assessments,

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on the other hand, will be imposed upon all Lots equally and shall be used to pay costs and expenses incurred by Association its general operations as well as in operating, administering and/or maintaining Common Areas.

- Neighborhood Assessments, District Assessments shall be levied equally against all Lots within a specific District at a rate commensurate with the costs of operating, administrating and maintaining the portions thereof which are the operational, administrative and/or maintenance responsibility of Association. Inasmuch as each District will have its own unique characteristics, the rate of District Assessments therefor may differ from those applicable to other Districts. Community Assessments, on the other hand, will be imposed upon all Lots equally and shall be used to pay costs and expenses incurred by Association its general operations as well as in operating, administering and/or maintaining Common Areas.
- 12.5 Neighborhood Advisory Committees. The Owners within each Neighborhood may elect a committee comprised of three (3) to nine (9) Owners from such Neighborhood ("Neighborhood Advisory Committee"). The Neighborhood Advisory Committee may advise the Committee on architectural or other concerns within the respective Neighborhood. The Committee shall not be bound by the Neighborhood Advisory Committee's finding, but may take such finding into consideration.

#### 13. Covenant for Assessments.

- 13.1 Types of Assessments. As used herein, "Assessments" shall include:
- Gate or all Lots within a Neighborhood or all Lots in a District, as the case may be, pursuant to this Section, consisting of Community Assessments, Neighborhood Assessments and District Assessments, shall be referred to as "General Assessments."
- 13.1.1.1 Community Assessments. General Assessments regularly levied by Association against all Lots within Keys Gate for the purpose of paying the costs and expenses of operating Association and operating, administering and maintaining the Common Areas (except Neighborhood Common Areas and District Common Areas) shall be referred to as "Community Assessments". In the event that, in the judgment of the Board, it is impractical or inappropriate to specifically allocate costs and expenses to the Neighborhoods, same shall be paid for from Community Assessments and the decision of the Board shall be final and conclusive in such regard.
- 13.1.1.2 Neighborhood Assessments. General Assessments regularly levied by Association against all Lots within a Neighborhood for the purpose of paying the costs and expenses of operating, administering and/or maintaining its Neighborhood Common Areas or, if applicable, of the exteriors of the Residences therein as provided in Section 9.10 shall be referred to as "Neighborhood Assessments." As used herein, "Neighborhood Assessment" shall also mean assessments regularly levied by Association against all Lots within a Neighborhood which is composed of a group of condominiums for the aforesaid purposes. In addition, in the event that Association performs any remedial work pursuant to Section 9.10 hereof, it may levy Neighborhood Assessments for the costs of such work, together with an administrative charge of not more than ten percent (10%) of the total amount of such costs, against all Lots located in the Neighborhood(s) within which such work is performed. Such Neighborhood Assessments shall be levied in equal shares as to all such Lots and shall be payable within ten (10) days after notice of such Neighborhood Assessments is given to the Owners of the applicable Lots.
- 13.1.1.3 <u>District Assessments.</u> General Assessments regularly levied by Association against all Lots within a District for the purpose of paying the costs and expenses of operating, administering and/or maintaining its District Common Areas or, if applicable, of the exteriors of the Residences therein as provided in Section 9.10 shall be referred to as "<u>District Assessments.</u>" As used herein, "<u>District Assessment</u>" shall also mean assessments regularly levied by Association against all Lots within a District which is composed of a group of condominiums for the aforesaid purposes. In addition, in the event that Association performs any remedial work pursuant to Section 9.10 hereof, it may levy District Assessments for the costs of such work, together with an administrative charge of not more than ten percent (10%) of the total amount of such costs, against all Lots located in the District(s) within which such work is performed. Such District Assessments shall be levied in equal shares as to all such Lots and shall be payable within ten (10) days after notice of such District Assessments is given to the Owners of the applicable Lots.
- 23.1.2 Capital Improvement Assessments. Funds which are necessary for the addition or replacement of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas and which have not previously been collected as Reserves or are otherwise available to Association may be levied as Capital Improvement Assessments ("Capital Improvement Assessments") by Association upon approval by a majority of the Board. It is the intent of this Section that any capital improvements having a cost of less than the aforesaid amount be paid for by General Assessments, with an appropriate adjustment to the hudget of Association and the Assessments levied thereunder to be made, if necessary. In the event that capital improvements are to be made only to or within a specific Neighborhood(s), then the foregoing paragraph shall apply.
- 13.1.3 Special Assessments. In the event that Association determines that it is necessary for it to obtain funds for a specific purpose which is of a non-recurring nature, for which no Reserve funds have been collected or allocated, and which is not the appropriate subject of a Capital Improvement Assessment, then the Board of Directors may levy a Special Assessment for such purpose ("Special Assessment"). Such Special Assessment may, in the discretion of the Board of Directors, be payable in one lump sum or in appropriate installments; provided, however, that (i) the Board of Directors shall use reasonable efforts to fund an expense for which a Special Assessment would otherwise be levied by changing Association's budget and, therefore, the General Assessments and (ii) the requirements set forth above as to the approval by the Members of Capital Improvement Assessments shall also apply to Special Assessments. Any Special Assessment for a matter pertaining to one or more Neighborhoods (to the exclusion of others) shall be levied only on the Lots located therein and only upon the vote or written consent of 66-2/3% of the Owners of the Lots therein.

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- 13.1.4 Personal Assessments. Assessments levied against one or more Lots, but not all Lots, shall be referred to as "Personal Assessments." Owners (on their behalf and on behalf of their Member's Permittees) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain or otherwise, or in relation to the enforcement of the provisions of this Declaration, shall be directly liable to Association and a Personal Assessment may be levied therefor against such Owner or Owners. For example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmissions Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be a Personal Assessment as to each Owner receiving such services. Such Personal Assessments shall be subject to all of the provisions hereof relating to other Assessments including, but not limited to, the lien and foreclosure procedures.
- Or in any supplemental declaration), for each Lot owned by it (or them) within Keys Gate, hereby respectively, covenant and agree, and each Owner of any Lot by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to Association General Assessments for the maintenance, operation, management and insurance of the Common Areas and Association as provided herein, including such reasonable reserves as Association may deem necessary, and Capital Improvement, Special Assessments and Personal Assessments as also provided herein, all such General Assessments to be fixed, established and collected from time to time as hereinafter provided. All Assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made. Each such Assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time. Assessments shall be levied directly against condominium units and shall not be payable by their condominium associations.
- 13.3 Allocation of Assessments. All Community Assessments and Special Assessments shall be levied against all Lots within Keys Gate in equal shares. Capital Improvement Assessments shall be levied against all Lots subject thereto (as provided in Section 13.1.2) in equal shares; all Neighborhood Assessments shall be levied against all Lots in the applicable Neighborhood(s), in equal shares; and all District Assessments shall be levied against all Lots in the applicable District(s), in equal shares.
- Purpose of Assessments. The Assessments levied by Association shall be used for maintenance, operation, management and insurance of the Common Areas and Association as provided herein, for the maintenance and repair of the exteriors of those Residences described in Section 10.1.1, to promote the welfare and recreational opportunities of the Members of Association and their Member's Permittees, to pay such other obligations of Association (including, without limitation, charges for electricity for street lights serving the Common Areas or Keys Gate generally and for irrigation systems serving the Common Areas and Lots) as may be imposed hereby or otherwise become binding upon Association and for such other purposes as are provided for in this Declaration.
- Determination of Assessments. The Board shall fix the date of commencement and the amount of the General Assessment against each Lot for each Assessment period, to the extent practicable, at least thirty (30) days in advance of such year, and shall, at that time, prepare a roster of the Lots, the Owners thereof and General Assessments applicable thereto, which shall be kept in the office of Association and shall be open to inspection by any Owner during regular business hours. Written notice of the applicable General Assessment shall thereupon be sent to every Owner subject thereto or every Neighborhood Association thirty (30) days prior to the date the first payment at the then-established Assessment rate is due. In the event notice of changes in the General Assessment for a new period is not given, the General Assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. Association shall upon demand at any time furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of Association setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of such Assessment to Association therein stated to have been paid. Association, through the action of its Board, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Residences for occupancy by its employees, guests, invitees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services. Association shall have all other powers provided in the Articles and By-Laws.
- Date of Commencement of General Assessments; Due Dates. The General Assessments provided for in this Section shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent General Assessment shall be imposed for the year beginning January 1 and ending December 31. The General Assessments shall be payable in advance in monthly installments, or in semi-annual or quarter-annual installments if so determined by the Board. The General Assessment amount (and applicable installments) may be changed at any time by such Board from that originally stipulated or from any other General Assessment that is in the future adopted. The original General Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any Special Assessment or Capital Improvement Assessment or Personal Assessment shall be fixed in the Board resolution authorizing such Assessment.
- 13.7 Effect on Declarant. Notwithstanding any provision to the contrary in this Declaration, for so long as the Declarant (or any of its affiliates) is the owner of any Lot within Keys Gate, the Declarant shall have the option, in its sole discretion, to (i) pay Assessments (of all types, except Personal Assessments) on all Lots owned by the Declarant, (but at the rate of twenty-live percent (25%) of the Assessments which would otherwise be levied thereon in the case of Lots which do not contain an occupied Residence) or (ii) not paying Assessments on any Lots and in lieu thereof funding any resulting deficit in the Association's Operating Costs not covered by Assessments receivable from Owners other than the Declarant. The deficit to be paid under option (ii), above, shall be the difference between (i) actual Operating Costs of Association (exclusive of capital improvement costs, reserves and management fees) and (ii) the sum of all monies receivable by Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the

Keys Gate Amended and Restated Declaration of Master Covenants preceding year(s). The Declarant may from time to time change the option stated above under which the Declarant is making payments to Association by written notice to such effect to Association. It shall be presumed that Declarant has selected option (ii) for each year of Association's operation unless a notice selecting option (i) is executed by Declarant. Association shall have a lien, as provided in and subject to this Section, on all land owned by the Declarant and specifically made subject to this Declaration to secure the Declarant's obligations as provided in this Section. When all Lots within Keys Gate are sold and conveyed to purchasers, neither the Declarant, nor its affiliates, shall have further liability of any kind to Association for the payment of Assessments, deficits or contributions. In no event shall the Declarant ever be obligated to pay a Personal Assessment.

- 13.8 Reserves. Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of all improvements to the Common Areas ("Reserves"), funded from the General Assessments.
- 13.9 Payment of Lot Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot which is superior to the lien for Assessments created by this Declaration.
- 13.10 <u>Creation of the Lien and Personal Obligation</u>. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any Claim of Lien filed by Association shall have priority and be superior to any lien of a Neighborhood Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.
- 13.11 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Lot if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot and/or Residence, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Lot or chargeable to the former Owner of the Lot, which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of General Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Lot from the lien of any Assessments made 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 Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advances on behalf of an Owner pursuant to this Section shall be added to Association payable by such Owner with appropriate interest.
- 13.12 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and Special Assessments against such Lot shall be levied by Association for such purpose.
- 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 amount, 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. 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, 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 by abandonment of a Residence.
- 13.14 Successors in Title. In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring the title to or the interest in a Lot as to which the Assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, shall not be entitled to the enjoyment of any recreation facilities located on the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 13.11.

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- 13.15 <u>Association Funds</u>. The portions of all General Assessments, Neighborhood Assessments and District Assessments collected by Association for Reserves for future expenses, if any, and the entire amount of all Special Assessments, if any, shall be held by Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.
- 13.16 Exterior Maintenance Assessments. Association shall levy Neighborhood Assessments against all Lots, other than condominium units, which contain Residences, the exteriors of which are maintained by Association pursuant to Section 9.3 of this Declaration. Such Assessments shall be in amounts equal to the actual costs of such maintenance as well as the administrative, employee (payroll, benefits, insurance, etc.) and other costs associated therewith, as determined by the Board in its reasonable discretion.
- 13.17 Special Services. Association is hereby specifically authorized to enter into contracts for the provision of Telecommunication Services and monitoring services and other special services to the Residences on a "bulk" basis. In the event that Association does so, it may collect all or any portion of the charges therefor from the Owners as part of their General Assessments, as a surcharge thereto or in such other manner as the Board deems to be administratively efficient. All such revenues to be collected by Association, regardless of the manner in which they are billed, budgeted or otherwise accounted for, shall be deemed Assessments hereunder for purposes of (i) the Owner's obligation to pay same, (ii) the right of Association to enforce a lien in the event of the non-payment thereof and (iii) the subordination of such lien as provided in Section 13.11. Moreover, Association shall have the absolute right to assign the lien for Assessments created herein as same applies to such charges for special services, provided that (i) such assignment is to the provider of the applicable special services or a party providing financing for the provision thereof and (ii) any lien sought to be enforced by an assignee as aforesaid shall be subject and subordinate not only to mortgages as provided in Section 13.11, but also to the lien for all other Assessments as same is retained by Association. In the event that Association becomes obligated to pay any charges for special services on behalf of an Owner, such amount paid shall automatically become an Assessment hereunder.
- 13.18 <u>Initial Capital Contribution</u>. The first purchaser of each Lot at the time of closing of the conveyance from Declarant to the purchaser, shall pay to Declarant an initial capital contribution in the amount of two (2) months Assessments ("<u>Initial Capital Contribution</u>"). The funds derived from the Initial Capital Contributions shall be used at the discretion of Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Declarant may waive this requirement for some Lots in Declarant's sole and absolute discretion.
  - 13.19 Enforcement of Declaration and Rules and Regulations
- 13.20 <u>Compliance by Owners</u>. Every Owner and Member's Permittee shall comply with the covenants and restrictions of this Declaration and any and all Rules and Regulations adopted by Association as contemplated herein.
- 13.21 <u>Enforcement.</u> Failure to comply with such covenants, restrictions, rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. Association shall also have the right to suspend rights of use of the Common Areas as specified herein.
  - 13.22 <u>Violations</u>. Should any Owner do any of the following:
- 13.22.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or
  - 13.22.2 Cause any damage to any improvement or Common Areas; or
- 13.22.3 Impede Declarant or Association from exercising its rights or performing its responsibilities hereunder, or
  - 13.22.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or
  - 13.22.5 Impede Declarant from proceeding with or completing the development of Sausalito Bay;

then, Declarant and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and autorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

- 13.23 Non-Monetary Defaults In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:
- 13.23.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
  - 13.23.2 Commence an action to recover damages; and/or
  - 13.23.3 Take any and all action reasonably necessary to correct the violation or breach.

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- 13.24 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.
- 13.25 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.
- 13.26 <u>Rights Cumulative</u>. All rights, remedies, and privileges granted to SFWMD, Declarant, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.
- Standards may be enforced by Declarant and/or, where applicable, Association and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.
- 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, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida States, 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.
- 13.28.1 A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.
- 13.28.2 A fine or suspension may not 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 hearing of the Violations Committee.
- 13.28.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.
- 13.28.4 The Violations Committee may impose Individual Assessments against the Owner as follows of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

#### Architectural Control; Remedial Work.

- 14.1 Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall consist of three (3) members. The initial members of the Committee (and any replacements thereof, until the Board has the right to appoint same as provided below) shall consist of persons designated by Declarant. Each of the initial members (or their replacements, as applicable) shall hold office until all Lots and improvements planned for Keys Gate have been constructed and conveyed (if to be conveyed) or sooner at the option of Declarant. Declarant-appointed members of the Committee may be removed and replaced by Declarant in its sole discretion. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee other than those appointed by Declarant may be removed by the Board at any time without cause. It is the responsibility of members of the Committee to report improvements or alterations made by Owners without Committee approval to other members of the Committee and/or to the property manager for Keys Gate.
- Review of Proposed Construction. Subject to Section 14.10 below, no building, fence, wall or other structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind) shall be commenced, altered, painted, erected or maintained in Keys Gate, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Residence, Common Areas, Neighborhood Common Areas, District Common Areas or street be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, until the plans and specifications showing the nature, kind, shape, height, materials, color(s) and location of the same shall have been submitted to, and approved in writing by the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in

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the locations indicated will not be detrimental to the appearance of Keys Gate as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. The Committee will approve, and the Board shall adopt from time to time, Community Standards giving guidance as to the requirements for approval. If the proposed construction, alterations or additions are to Common Areas of a condominium, such approval shall also be subject to the prior approval of the applicable condominium association. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of all required plans and specifications, the Committee may postpone review of any application submitted for approval of, the Committee in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statues, ordinances, rules, regulations, orders and decrees, provided that neither the Committee nor Association shall be responsible for the enforcement of same. The foregoing requirements shall apply not only to work proposed to be performed by an Owner, but also to that proposed to be performed by a Neighborhood Association. In no event shall the Committee approve any construction, alteration or improvement which is prohibited in this Declaration or any rules and regulations of Associa

- 14.3 <u>Trees and Landscaping</u>. Without limiting the foregoing, all removal of landscaping and/or trees must be approved by the Committee. The Committee may require the replacement of any removed landscaping and/or tree as a condition to the removal of the same.
- 14.4 <u>Meetings of the Committee</u>. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 14.9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.
- 14.5 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.
- 14.6 <u>Compensation of Members</u>. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for reasonable expenses incurred by them in the performance of their duties hereunder.
- 14.7 <u>Committee Rules.</u> The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the Committee. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.
- Non-Liability of Committee Members. Neither Declarant, Association, the Board, the Committee nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Neighborhood Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to Keys Gate generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes.
- 14,9 <u>Variance</u>. The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations and never in violation of any prohibitions contained in this Declaration. While the Committee shall not be liable or responsible for enforcing governmental requirements and restrictions with respect to zoning and/or construction, it shall nevertheless deny any request for a variance which would have the effect of permitting any alteration or construction in violation of any such requirements or restrictions. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the Committee from denying a variance in other circumstances.
- 14.10 Exemptions. Declarant and its affiliates and designees and the Golf Club Owner shall be exempt from the provisions of this Section 14 with respect to construction, alterations, landscaping, signs, and additions desired to be affected or installed by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time.
- 14.11 Neighborhood Advisory Committees. It is the responsibility of the members of each Neighborhood Advisory Committee to report improvements or alterations made by Owners without Committee approval to Association, the Committee and/or the property manager for Keys Gate.

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- 14.12 <u>Declarant's Approval</u>. The Committee shall not approve any matter submitted to it unless and until it shall have received Declarant's approval of such matter, which approval Declarant may withhold in its sole discretion; provided, however, that this Section shall cease to be effective after neither Declarant nor any affiliate or designed thereof owns any land within Keys Gate. The Committee shall submit all matters to Declarant for its approval in the manner required herein.
- 14.13 Remedial Work. Each Neighborhood Association shall be responsible for maintaining the property subject to its jurisdiction in a next, clean and well operating fashion—all so as to be consistent with the overall good appearance of Keys Gate. In the event that a Neighborhood Association fails to perform such duty and such failure continues for more than twenty (20) days after written notice to such effect from Association to the Neighborhood Association, or if no Neighborhood Association, Association shall have the right (but not the obligation) to enter onto the applicable property (be it Lots or Neighborhood Common Areas or District Common Areas) and to perform such work as is necessary to cause the property to meet the aforesaid standards. The costs of such remedial work shall be recovered by Association as a Neighborhood Assessment levied pursuant to Section 13.1.1.2 of this Declaration.

#### Resale, Lease and Occupancy Restrictions.

- 15.1 <u>Estoppel Certificate</u>. No Owner may sell or convey his interest in a Lot unless all sums due to Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. Of all such sums shall have been paid, Association shall deliver such certificate within ten (10) days of a written request therefor.
- 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. 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 damages 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.
- Members' Permittees. No Lot or Residence shall be occupied by any person other than the Owner(s) thereof and the applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, "Members Permittees" shall be the following persons and such persons' families, provided that the Owner or other permitted occupant must reside with his/her family in order for the members of such family to be "Member's Permittees" individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease (provided that no lease or sublease may permit occupancy in violation of this Declaration). Under no circumstances may more than one family reside in a Residence at one time, except for guests. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms and the like). The Board shall have the power to authorize occupancy of a Residence by persons in addition to those set forth above. The provisions of this Section shall not be applicable to Residences used by Declarant or its designees for any purpose. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Residence as, or together with, the Owner or permitted occupant thereof, even if such other cohabiting persons are a separate family (e.g., a separate husband and wife couple) in the general sense of the word, from the Owner or permitted occupant. As used herein, "guests" or other words of similar import shall include only those persons who have a principal residence other than the residence. Unless otherwise determined by the Board, a person(s) occupying a Residence for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section and the Board shall enforce, and the Owners comply with, same with due regard for such purpose.
  - 15.4 Applicability to Declarant. The provisions of this Section 15 shall not be applicable to Declarant.

#### 16. Use Restrictions.

- 16.1 <u>Applicability</u>. The provisions of this Section 16 shall be applicable to all of Keys Gate but shall not be applicable to Declarant, the Golf Club Owner or any of their designees or Lots, Residences or other property owned by Declarant, the Golf Club Owner or their designees.
- Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a garage, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence. Temporary uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of the Committee as provided in Section 14 hereof.
- 16.3 Opening Bank Walls, Removing Fences. Without limiting the generality of Section 14 of this Declaration, no Owner shall make or permit any opening to be made in any blank wall (except as such opening is initially installed) or masonry wall or fence. Further, no such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of Declarant and the Committee.

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- 16.4 <u>Hurricane Shutters</u>. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the Committee. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed when a hurricane watch or warning is posted. Shutters must be removed within seven (7) days from the passing of a storm or the removal of a hurricane watch or warning. At no other time may shutters be up (if panel or accordion) or rolled down (if roll-up style). Notwithstanding the foregoing, seasonal residents may leave their hurricane shutters closed June through November only. Shutters must be opened upon return to the Residence, regardless of the month.
- systems and equipment are reserved as shown on the recorded plats covering Keys Gate and as provided herein. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the lot except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, Association and Declarant and its affiliates, and their respective successors and assigns (but not any other party not authorized on the applicable plat or by Declarant) shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and cable television lines, cables and conduits, under and through the utility easements as shown on the Plats.
- 16.6 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the Neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, which decision shall be dispositive of such dispute or questions.
- 16.7 Temporary Structures; Gas Containers. Except as may be approved or used by Declarant during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicles, shall be permitted to be kept on any Lot or Common Areas (including streets) within Keys Gate at any time or used at any time as a residence, either temporarily or permanently; provided, however, that Association may use or authorize the use of tents and similar equipment for temporary functions such as parties. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, except for one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and such other tank designed and used for household purposes as shall be approved by the Committee.
- Signs. No sign of any kind shall be displayed to the public view on Keys Gate, except only one sign of not more than one (1) square foot used to indicate the name of the resident or one sign of not more than one (1) square foot advertising the property for sale or for rent (in locations and in accordance with applicable design standards approved or adopted by the Committee). No sign of any kind shall be permitted to be placed inside a Residence (but visible from the outside walls of the Residence or on any fences on Keys Gate, nor on the Common Areas, nor on dedicated areas, nor on entryways or any vehicles within Keys Gate, except such as are placed by Declarant, the Golf Club or their affiliates. No sign shall be placed advertising the unit for sale in the windows of any condominium. Signs advertising the sale of condominiums shall not be more than one (1) square foot and shall be placed adjacent to the front entry of the respective unit, but visible from the parking lot. All signs shall be subject to design standards approved or adopted by the Committee.
- 16.9 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in Keys Gate, nor on dedicated areas, nor shall oil walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in Keys Gate. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

#### 16.10 Pets, Livestock and Poultry.

- kept on any Lot, except no more than three (3) household pets may be kept on a Lot in Eastlake and Fairways, one (1) household pet may be kept on a Lot in Centergate and two (2) household pets may be kept on any Lot elsewhere in Keys Gate, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section. No dogs or other pets shall be permitted to have excretions on any Common Areas, unless Owners immediately clean-up any such excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by Association, if any. When on Common Areas, all pets shall be restrained by a leash of no longer than six (6) feet. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.
- 16.10.2 <u>No Outdoor Dogs.</u> No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio; provided, however, pets may be left in a yard enclosed by a fence. No dog runs or enclosures shall be permitted on any Home.
- 16.11 <u>Visibility at Intersections</u>. No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that Association shall not be liable in any manner to any person or entity, including Owner's and Member's Permittees, for any damages, injuries or deaths arising from any violation of this Section.
- 16.12 <u>Commercial Trucks, Trailers, Campers and Boats.</u> No trucks or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers

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or vans, shall be permitted to be parked or to be stored at any place on Keys Gate, nor in dedicated areas, except in (i) enclosed garages and (ii) spaces for some or all of the above specifically designated by Declarant or Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, daily personal/family purposes. Commercial advertising on vehicles shall be indicative of a commercial vehicle no matter the size or design of the vehicle. The prohibitions on parking contained in this Section shall not apply to law enforcement vehicles, temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services, or to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of Declarant or is affiliates. No on-street parking or parking on lawns shall be permitted. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed by Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this Section, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

- Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be compiled with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection.
- 16.14 <u>Fences and Pools</u>. Fences and pools will be allowed in certain Neighborhoods subject to Committee approval. The Committee shall approve and the Board shall adopt fence and screen enclosure standards for each Neighborhood, which standards shall be included in the Community Standards. Fences are prohibited in certain portions of Keys Gate.
- 16.15 No Drying. No clothing, laundry or wash shall be aired or dried on any portion of Keys Gate except on a portion of a Lot which is completely screened from the view of all persons other than those on the Lot itself.
- 16.16 <u>Lakefront Property</u>. As to all portions of Keys Gate which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:
- 16.16.1 No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shore of the lake unless erected by Declarant or its affiliates, subject to any and all governmental approvals and permits that may be required.
  - 16.16.2 No boat, boat trailer or vehicular parking or use of lake slopes or shore areas shall be permitted.
- 16.16.3 No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.
- 16.17 <u>Unit Air Conditioners and Reflective Materials</u>. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Committee or its equivalent for energy conservation purposes.
- 16.18 Exterior Antennas. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except as set forth below, and except that Declarant and its affiliates shall have the right to install and maintain community antennas, microwave antennas, dishes, satellite antennas and radio, television and security lines. Satellite antennas will be allowed so long as they do not exceed 18 inches in diameter and cannot be seen from the street or Common Areas. All such antennas must be approved by the Committee in advance.
- 16.19 Golf Carts. No golf cart shall be kept or stored in any portion of Keys Gate which is visible from the exterior of any Residence. All golf carts shall be kept in a clean and attractive condition and shall not be operated on any Common Areas other than roadways and those Common Areas, if any, designed or designated for such use. Except as stated herein, Association shall not be liable or responsible for regulating the use of any golf cart or for any property damage, personal injury or death caused thereby.
- 16.20 <u>Renewable Resource Devices</u>. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collection panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Committee. Such standards shall be reasonably calculated to maintain the aesthetic integrity of Keys Gate without making the cost of the aforesaid devices prohibitively expensive.
- 16.21 <u>Driveway and Sidewalk Surfaces</u>. Decorative coatings on driveways, leadwalks and entryways may be allowed provided the layout, design, color and materials are approved by the Committee in advance.
- 16.22 <u>Common Driveways</u>. In the event that a driveway or any portion thereof serves more than one (1) Lot and crosses the property line dividing such Lots, the Owners of the Lots and occupants of their respective Residences shall have cross-ensements over the driveway-covered portions of each other's Lot for pedestrian and vehicular access to and from their respective Residences; provided, however, that (i) each Owner shall be responsible for the repair or replacement of the portion

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of the driveway on his Lot (to the extent same is not the responsibility of Association) and (ii) no user of a common driveway shall park a vehicle thereon in a location which blocks access to the adjourning Lot over the driveway.

16.23 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Committee.

#### 16.24 Parking.

- 16.24.1 Neighborhood Common Areas. In the event that Declarant designates any Neighborhood Common Areas as containing assigned parking (either in this Declaration, an amendment to this Declaration or by written notice to Association), then the following rules and procedures shall apply thereto:
- 16.24.1.1 Each assignment of a parking space shall be evidenced by a written assignment executed by Declarant in favor of the applicable Residence. The assignment shall be entered in a parking space registry maintained by Association, but no assignment shall be recorded in any Public Records.
- 16.24.1.2 The right to use a parking space shall be appurtenant, and shall pass with the title, to the Residence to which it is originally assigned (without the necessity of any reference in a deed of conveyance or other instrument), unless changed as provided below.
- 16.24.1.3 Owners may exchange or otherwise assign to one another their rights to use their respective parking spaces, provided that there shall be one (1) parking space assigned to each Residence at all times.
- 16.24.1.4 In the event that Declarant or Association designates parking spaces by painting numbers thereon, Association shall maintain such numbers so as to be readable at all times (the costs of such maintenance to be paid for by appropriate Neighborhood Assessments levied against the Lots in the Neighborhood in which parking is assigned). Nothing herein contained shall require Declarant to assign parking spaces.
- 16.24.2 Parking Generally. In addition to those restrictions contained in Sections 16.12 and 16.24 hereof, overnight parking by Owners in the streets and/or Common Areas with grass is prohibited.
- 16.25 <u>Exterior Colors.</u> Exterior colors of Residence may be changed provided the color selected is approved by the Committee in advance.
- i 6.26 Additional Rules and Regulations. Association may adopt, change and/or modify the Rules and Regulations, in whole or in part, at any time by the Board without the necessity of recording an amendment hereto or thereto in the Public Records.
  - 16.27 Garage and Estate Sales. Garage and estate sales are prohibited in Keys Gate.
- 16.28 <u>Roofing Materials</u>. Changes in roofing materials may be allowed provided they are approved by the Committee in advance. Any changes to roofing materials void any and all community maintenance requirements and warranties provided by Association or Declarant.
- Variance for Neighborhood. Notwithstanding any prohibition set forth in this Section, if so provided in an amendment establishing a Neighborhood, an installation or alteration which is prohibited in this Section may instead of being absolutely prohibited, be made subject to the approval of the Committee provided forth in this Section. In such case, either Declarant or the Committee (in duly adopted guidelines) may set requirements for any such addition or alteration. By way of example only, if the prohibition on fences set forth in Section 16.14 is instead made permissible (e.g., a fence is permitted but subject to Committee approval), then specific standards for types, colors and locations of fences shall be adopted, which standards may take into account whether the fence in question is on a Lot abutting the Golf Club property. Any exercise of rights under this Section shall be made and enforced consistently within an entire Neighborhood.

#### 17. Party Walls.

- General. Each wall and fence, if any, built as part of the original construction of the Residences or Lots upon Keys Gate and placed on the diving line between the Lots thereof and acting as a commonly shared wall or fence shall constitute a party wall, and each owner shall own that portion of the wall and fence which stands on his own Lot, with a cross-easement of support in the other portion. If a wall or fence separating two (2) Residences or Lots, and extensions of such wall or fence, shall lie entirely within the boundaries of one Lot, such wall or fence, together with its extensions, shall also be a party wall and the Owner of the adjacent Lots shall have a perpetual easement to maintain the encroachment. Easements are reserved in favor of all Lots over all other Lots and the Common Areas for overhangs or other encroachments resulting from original construction and reconstruction. Anything to the contrary herein notwithstanding, where adjacent Residences share only a portion of a wall (e.g., where a one-story Residence abuts a two -story Residence), only that portion of the wall actually shared by both Residences shall be deemed a party wall. That portion of the wall lying above the one-story Residence and used exclusively as a wall for the second floor of the abutting two-story Residence shall not be deemed a party wall, but shall be maintained and repaired exclusively by the Owner of the two-story Residence even if lying in whole or in part on the abutting Lot. Easements are reserved over the abutting Lot on which the one-story Residence is constructed and over the roof and other portions of such abutting one-story Residence to permit the upper portion of the wall of the two-story Residence to be maintained and repaired by the Owners of the Lot on which such two-story Residence is constructed.
- 17.2 <u>Sharing of Repair and Maintenance</u>. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

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- Owner who has used the wall may restore same, but shall not construct or extend same to any greater dimension than that existing prior to such fire or other casualty, without the prior written consent of the adjacent Lot Owner. The extension of a party wall used by only a two-story Residence abutting a one-story Residence shall be promptly and diligently repaired and/or replaced by the Owner of the two-story Residence at his sole cost and expense, even if lying in whole or in part on the abutting Lot. No part of any addition to the dimensions of such party wall, or of any extension thereof already built, that may be made by any of such Owners, or by those claiming under any of them, respectively, shall be placed upon the Lot of the other Owner, without the written consent of the latter first obtained, except in the case of the aforesaid wall of a two-story Residence. If the other Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.
- 17.4 Weatherproofing. Notwithstanding any other provision of this Section, any Owner who, by his negligent or willful act, causes that part of the party wall not previously exposed to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 17.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owners' successors in title. Upon conveyance or other transfer of title, the liability of the prior Owner shall cease.
- 17.6 Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If a panel cannot be designated pursuant hereto, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association, or its successors in functions, then obtaining. Any decision made pursuant to this Section shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.
- Additional Rights of Lenders and Others. Lenders shall have the right, upon written request to Association, to: (i) examine this Declaration and other related documents and Association's books and records at reasonable times, (ii) receive a copy of Association's financial statement for the immediately preceding fiscal year. (iii) receive notices of and attend Association meetings, (iv) receive notice of an alleged default in any obligations hereunder by any Owner, on whose Lot such mortgages holds a mortgage, which is not cured within thirty (30) days of notice of default to the Owner, and (v) receive notice of any substantial damage or loss to any portion of the Common Areas. As holder, insurer or guarantor of a mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by Association, (iv) any proposed termination of this Declaration, and (v) any proposed action which requires the consent of a specified number of mortgage holders. The approval of a majority of the Lenders within Keys Gate shall be required to effect an amendment to this Declaration which materially alters, or adds, provisions relating to: (i) Assessments and lien rights as same pertain to the Lots on which they hold their mortgages, (ii) insurance or fidelity bonds; (iii) maintenance responsibilities for the various portions of Keys Gate; (iv) the boundaries of any Lot; (v) convertibility of the Lots into Common Areas; (vi) leasing of the Lots and (vii) restrictions on Owners' right to sell or lease the Lots.

#### Insurance.

- 19.1 <u>Insurance Required.</u> In addition to any other type of insurance Association may elect to maintain from time to time. Association shall maintain casualty, liability, flood and fidelity insurance as follows:
- 19.1.1 <u>Casualty.</u> Covering one hundred percent (100%) of the replacement costs of all improvements to the Common Areas (excluding land and foundations), with agreed amount, inflation guard, demolition costs, contingent liability from operation of building laws and increased cost of construction and endorsements (when and if same are obtainable at reasonable rates);
- 19.1.2 <u>Liability.</u> Providing for comprehensive general liability coverage for the Common Areas, public ways and other areas under Association's direct supervision, in an amount of not less than One Million Dollars (\$1,000,000.00) if available at reasonable rates) for bodily injury and property damage for any single occurrence (including same resulting from the operation, maintenance or use of the Common Areas), together with coverage of legal liability resulting from employment contractors to which Association is a party;
- 19.1.3 Flood. If any part of the Common Areas is in a special flood hazard area, in an amount equal tot he lesser of one hundred percent (100%) of the replacement cost of all buildings and other improvements located on any portions of the Common Areas located in such an area or the maximum amount of flood insurance coverage obtainable and;
- 19.1.4 <u>Fidelity Bonding</u>. For any person who either handles or is responsible for the funds held or administered by Association (regardless of whether such person is paid compensation), such bonds to name Association as an obligee and be in the aggregate amount equal to at least three (3) times the then-current General Assessments for a month.
  - 19.1.5 <u>Directors' and Officers'</u>. Liability insurance, if so desired by Association.
- 19.2 <u>Special Provisions</u>. Each insurance policy or bond maintained as aforesaid shall provide for at least twenty (20) days prior written notice to Association and all Lenders of the Lots or the Common Areas before same may be cancelled or substantially modified for any reason.

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Right to Allocate. Notwithstanding any provision herein to the contrary, Association shall have the right to allocate insurance costs on a Neighborhood and/or basis and charge Owners Neighborhood Assessments and/or District Assessments for the same.

#### 20 General Provisions.

- 20.1 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.
- 20.2 <u>Enforcement</u>. Enforcement of this Declaration and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by this Declaration; and failure of Association, the Golf Club Owner, Declarant, the Committee, any Neighborhood Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right o do so thereafter. This Declaration may also be enforced by any architectural control committee established in other covenants that may from time to time be recorded.
- Severability. Invalidation of any one of this Declaration or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not effect any other provisions or applications in other circumstances, all of which shall remain in full force and effort.
- Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and By-Laws of Association and the Articles shall take precedence over the By-Laws.
  - 20.5 Effective Date. This Declaration shall become effective upon its recordation in the Public Records.
- Standards. Whenever this Declaration shall require the consent, substantial completion, or other action by Declarant or its affiliates. Association or the Committee, such consent, approval or action may be withheld in the reasonable discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by Declarant or its affiliates, Association or the Committee shall be deemed so completed or substantially completed when such matter shave been completed or substantially completed in the reasonable opinion of the Declaration, Association or Committee, as appropriate. This Declaration shall be interpreted by the Board and an opinion of counsel of the Association that a particular interpretation is not unreasonable shall conclusively establish the validity of such interpretation.
- Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement and the Owners designate hereby Declarant and Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions. Nothing contained in this Declaration shall, in and of itself, be deemed to grant to any utility company or authority (including cable television and similar companies) the right to use any portion of Keys Gate for the installation of lines or equipment or otherwise, event within the areas of easements granted other companies or authority.
- Declarant's Rights. Until Declarant, or Declarant's successors and designees, has completed and conveyed all of Keys Gate to Owners for their personal use and not for resale in the ordinary course of business, neither the Owners, Association, any Neighborhood Association nor any such parties' use of the Common Areas shall interfere with the completion of the development of Keys Gate or the sale of Lots/Residences therein. In addition to any other right reserved by Declarant herein, Declarant reserves the right to make use of unsold Lots and Residences, the Common Areas and all other facilities and improvements located within Keys Gate for the purpose of maintaining models, guest accommodation, sales offices, administrative offices and conducting sales and promotional activities of all kinds whatsoever and the promotion of Keys Gate. Declarant may display signs, billboards, placards and other visual materials in such manner as it deems appropriate. Declarant shall have the right to use all parking spaces and areas within Keys Gate (except those parking spaces contained within Lots already conveyed to Owners) for prospective purchasers or such other parties as the Declarant determines.
- Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under Keys Gate as may be required in connection with the development of Keys Gate and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots and Residences and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Keys Gate for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Declarant. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of General Assessments. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to Association on account of Declarant's use of the Common Areas for construction purposes. Declarant intends to use the Common Areas for sales of new and used Residences. Further. Declarant may market other residences and commercial properties located outside of Keys Gate from Declarant's sales facilities located within Keys Gate. Declarant has the right to use all portions of the Common Areas in connection with its

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marketing activities, including, without limitation, allowing members of the general public to inspect model Residences, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Residences or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 20.8 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Declarant may non-exclusively assign its rights hereunder to a builder.

#### 20.10 Telecommunications Services.

- 20.10.1 Generally. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Keys Gate. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Declarant. Declarant and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Declarant is not the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Keys Gate as agreed, from time to time, between the Telecommunications Provider and Declarant, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Declarant and/or Association.
- 20.10.2 <u>Easements</u>. Declarant (i) reserves unto itself and its nominces, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Keys Gate for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Keys Gate for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Keys Gate, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.
- 20.10.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Residence to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Residence disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Residence immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (I) the publicly announced prime rate (or similar successor reference rate) of First Union National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommun
- 20.11 <u>Non-Liability</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT 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:
- 20.11.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF KEYS GATE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF KEYS GATE AND THE VALUE THEREOF; AND
- 20.11.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR MIAMI-DADE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND
- 20.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTII THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

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EACH OWNER (BY VIRTUE OF HIS/HER ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF KEYS GATE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS AND ANY NEIGHBORHOOD ASSOCIATIONS(INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

- 20.12 <u>Resolution of Disputes.</u> BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A LOT/RESIDENCE.
- 20.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (I) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A LOT/RESIDENCE, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. DECLARANT HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND EACH LOT/RESIDENCE IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.
- 20.14 Covenants Running with the Lands. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 17.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that this Declaration and restrictions shall run with the land and with title to Keys Gate. Without limiting the generality of Section 17.4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow this Declaration and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that this Declaration and restrictions run with the land as aforesaid) be achieved.
- 20.15 <u>Limitation on Association</u>. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of Association as same pertains to any condominium located within Keys Gate which would cause Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise if finally determined to subject Association to such Chapter 718. It is the intent of this provision that Association not be deemed to be a condominium association, nor the Common Areas be deemed to be common elements of any such condominium.
- 20.16 <u>Authority of Board</u>. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.
- 20.17 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this day of day of day of day., 2003.			
WITNESSES:	M&H HOMESTEAD, LTD., a Florida limited partnership		
Print Name: C. Vargas  Print Name: Pares  Print Name: Pares	By Marie		
Print Name: 12 Mary 3211 Pare 3	Name: Michael Latterner Title: General Partner		
STATE OF FLORIDA ) SS.:			
COUNTY OF MIAMI-DADE			
The foregoing instrument was acknowledged before general partner of M&H HOMESTEAD, LTD., a Florida produced	e me this 5th day of 50th. 2003 by Michael Lattemer, as limited partnership who is personally known to me or who has as identification.		
My commission expires:	Covagas		
C. Vargas  MY COMMISSION DD200465 EXPIRES  AND 18 2007	NOTARY PUBLIC, State of Florida at Large  Print Name  C. VAVGGS		

#### JOINDER

#### KEYS GATE COMMUNITY ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has exe	cuted this Joinder on this 2 day of Sept., 2003.
Print Name: Kym Print (a) (d)	KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation
Print Name: Kelli Georgie	By: Marie: Paige Latterner ) Pusadu-f Title: President
	{SEAL}
STATE OF FLORIDA ) COUNTY OF MIAMI-DADE ) SS.:	
President of KEYS GATE COMMUNITY ASSOCIATION	ore me this day of LP, 2003 by Paige Latterner, as N, INC., a Florida not for profit corporation, who is personally tification, on behalf of the corporation.
My commission expires:	NOTARY PUBLIC, State of Florida
Kamberly (x) and (x) of the Chamberly (x) and	Print Name Kinhous Cirlen

FROM :

FAX NO. 1

Jul. 81 2002 87:85AM Pl

#### CONSENT AND JOINDER

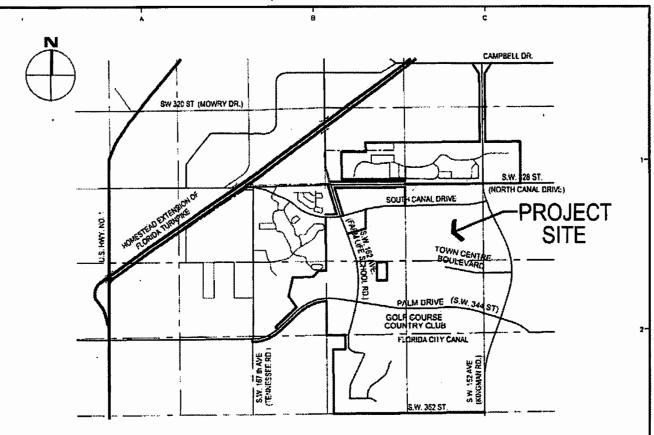
consent to and join in the Amended and Res ("Declaration"), to which this Consent and Gate, and the terms thereof are and shall be title.	Florida corp. ("Gelf Durace"), does hereby tasted Declaration of Master Covenants for Keys Gate Joinder is attached, as an owner of a portion of Keys e binding upon the undersigned and its successors in exsigned Golf Owner has executed this Consent and 0002.
WITNESSES:	R.N. THOMPSON GOLF FLORIDA, INC., a Florida corporation
Print Name: PORTECO A MUSTE	LO
Prest Name:	By: TOLU STOP  Nome: RODUNT THORPSON  Tile: From.
STATE OF ELECTION ) SS.	(SEAL)
The foregoing instrument was ackn	owledged before me this 23 day of SETT of the second of who is personally known to me or who emiffication on behalf of the corporation.
	My commission expires: $g-19-07$ INDIANA  NOTARY PUBLIC, State of Horida at Large  Edw 9 Costo  Print Name: EDWAND E PASTORIUS

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#### EXHIBIT 1

### LEGAL DESCRIPTION KEYS GATE



## **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°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.
- 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

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

# **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 DECLAR	ATION - EXHIBIT 1	
	ON MAP & SURVEYO	R'S NOTES	
MEYS GATE COMMUNITY ASSOCIATION, INC.			
DRAWN BY. J. LOPEZ	DATE. 10-23-2002	SHEET:	
DING. CHECKED BY:	SCALE AS SHOWN	1	
OFDED SY:	PROJECT No. 98N041-5860	or 19 sects	

#### KEYS GATE LEGAL DESCRIPTION:

A parcel of land being a portion of Sections 16, 20, 21, 28 and 29, Township 57 South, Range 39 East, and being more particularly described by "Metes and Bounds" as follows:

Commence at the Center of said Section 28; thence N00°30′26″W along the East line of the Northwest one—quarter of Section 28 to its intersection the Northerly right—of—way line of SW 352nd Street for 30.00 feet to THE POINT OF BEGINNING; thence S89'34'41"W along said Northerly right-of-way line for 2668.61 feet to the point of intersection with the West line of said Northwest one-quarter of Section 28; thence S89'26'43"W along said Northerly right-of-way line for 2504.17 feet to its intersection with a line parallel with and 205.00 feet East of the East Line of the N.W. one-quarter of said Section 29; thence N00'29'41"W along said parallel line for 2144.71 feet to its intersection with the South Boundary line of a parcel of land owned by Florida Power and Light Company; thence N89'30'25"E for 155.00 feet to its intersection with the Westerly Boundary of "Fairways at keys Gate", according to Plot Book 148 at Page 20 of the Public Records of Dade County, Florida; the next described three(3) courses and distances being along said boundary line; 1) thence N00°29'41"W for 430.00 feet; 2)thence N89'30'25"E for 117.34; 3) thence N14'13'47"W for 101.49 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 573.17 feet, more or less to its intersection with the East line of the park site as described in Official Records Book 11560 Page 632 of the Public Records of Dade County, Florida; thence NOO'32'40"W along said East line for 1223.78 feet to its intersection 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; thence NOO'03'05"E for 120.00 feet radial to the next described curve; the following course being along the Northerly right-of-way line of Palm Drive; thence Northwesterly, Westerly and Southwesterly along the arc of said curve to the left, concave to the Southeast, having for its elements a radius of 1710.00 feet, through a central angle of 34'45'39" for an arc distance of having for its elements a radius of 1710.00 feet, through a central angle of 34'45'39" for an arc distance of 1042.42 feet to its intersection with a non-tangent line; thence N34'44'02"W for 460.02 feet; thence N12'50'37"E for 686.80 feet; the next described five (5) caurses and distances being along the Southerly, Southeasterly and Easterly Boundary Lines of that certain plat of "AUDUBON SOUTH", according to the plat thereof, as recorded in Plat Book 129, at Page 38 of the Public Records of Miami-Dade Caunty, Florida; 1) thence N89'24'41"E for 692.81 feet; 2) thence N41'13'03"E for 303.26 feet; 3) thence N89'24'41"E for 225.62 feet; 4) thence N00'32'40"W for 344.00 feet. Thence N00'32'32"W for 150.00 feet to the Southeast Carner of Tract "A", of "HOMESTEAD LAKES TENNESSEE EAST", according to the Plat thereof, as recorded in Plat Book 109, at Page 26 of the Public Records of Miami-Dade County, Florida; thence continue N00'32'32"W, along the Easterly Boundary Line of said plat of "HOMESTEAD LAKES TENNESSEE EAST" and its Northerly Projection for 1282.44 feet to its intersection with the arc of a circular curve to the left, concave to the Northwest, a radial line to said point bears S08'38'21"E: the next described two (2) courses and distances Northwest, a radial line to sold point bears S08'38'21"E; the next described two (2) courses and distances being along the Southerly Right-of-way Line of "South Canal Drive", as depicted and described in Resolution 87-08-33 of The City of Homestead, Miami-Dade County, Florida, and as recorded in Official Records Book 13414, Page 972 of the Public Records of Miami- Dade County, Florida; 1) thence Northeasterly along the arc 13414, Page 972 of the Public Records of Miami— Dade County, Florida; 1) thence Northeasterly along the arc of said curve, having for its elements a radius of 1390.00 feet, through a central angle of 09'07'44" for an arc distance of 221.47 feet to a point of tangency; 2) thence N72"13'55"E for 148.34 feet to a point of curvature of a circular curve to the right, concave to the Southwest; thence Northeasterly, Easterly and Southeasterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89'38'28" for an arc distance of 39.11 feet to a point of tangency; thence \$18'07'37"E, along the Westerly Right—of—way Line of FARM LIFE ROAD (S.W. 162nd Avenue), as recorded in Official Records Book 12432, Page 1108 of the Public Records of Miami—Dade County, Florida, for 649.48 feet; thence N71'52'23"E for 110.00 feet to its intersection with the South line of Brookwood Gardens extended Care Center; thence along the limits of Brookwood Gardens for the fallowing three (3) courses: (1) N73'00'00"E for 619.14 feet; (2) N00'24'47"W for 636.64 feet; (3) N14'51'58"W far 70.00 feet to the intersection with the Southerly right—of—way line of South Canal Drive as described and dedicated in Official Records Book 13507, Page 559 of the Public Records of Dade County, Florida, said point also being on the arc of a circular curve concave to the Southeast, where the radial point bears N14'51'58"W from the center of said curve; the following two (2) courses being along said Southerly right—of—way said point also being on the arc of a circular curve concave to the Southeast, where the radial point bears N14'51'58"W from the center of said curve; the following two (2) courses being along said Southerly right—of—way line; (1) thence Northeasterly along the arc of said curve having a radius of 3392.41 feet and a central angle of 13'54'56" for an arc distance of 823.93 feet to a point of tangency; (2) N89'02'58"E for 663.08' feet to its intersection with the Southerly Projection of the Westerly Line of Tract "V—1" of "KEYS GATE No. ONE", according to the Plat thereof, as recorded in Plat Book 133, at Page 3 of the Public Records of Miami—Dade County, Florida, also being the West Line of said Section 21; thence N00'24'20"W, along said Westerly Line of "V—1" for 580.94 feet to the Northwest Corner of said Section 21; thence N00'32'57"W along the East line of Florida, also being the West Line of said Section 21; thence N00"24'20"W, along said Westerly Line of Tract "V—1" for 580.94 feet to the Northwest Corner of said Section 21; thence N00"32'57"W along the East line of Section 17, Township 57 South, Range 39 East for 35.00 feet to an intersection with the Northerly Right—of—Way line of North Canal Drive as recorded in Deed Book 8530, Page 1333 of the Public Records of Dade County, Florida, said point also being the Southeast Corner of Tract "A" of "KEYS GATE No. TWO" according to the plat thereof, as recorded in plat Book 133 at Page 12 of the Public Records of Dade County, according to the plat thereof, as recorded in plat Book 133 at Page 12 of the Public Records of Dade County, Florida; thence S89'44'30"W along said Northerly Right—of—Way line for 2190.66 feet; thence N00'22'40"W for 963.56 feet; thence N89'41'28"E for 830.39 feet; thence N00'27'49"W for 333.10 feet; thence 89'40'28"E along the most Northerly line of said Tract "A" of "KEYS GATE No. TWO" for 1356.89 feet to the Most Northwesterly Corner of said "KEYS GATE No. ONE"; thence N89'37'26"E, along the Northerly Boundary line said "KEYS GATE No. ONE" for 2632.41 feet to the Most Northeasterly Corner of said "KEYS GATE No. ONE"; thence N89'39'06"E for 110.00 feet to the Most Northwesterly Corner 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; the next two (2) described courses being along the Northerly and Easterly Boundaries of said "KEYS GATE No. THREE"; thence continue N89'39'06"E for 1259.34 to the Northeasterly Corner of said "KEYS GATE No. THREE"; thence S00'22'18"E for 1297.79 feet to the Sautheasterly Corner of said "KEYS GATE No. THREE"; thence S89'31'49"W, along the Southerly Boundary line, and its Westerly Projection, of said "KEYS GATE No. THREE" for 1333.28 feet along the Southerly Boundary line, and its Westerly Projection, of said "KEYS GATE No. THREE" for 1333.28 feet to its intersection with the West Line of the Southeast one—quarter of said Section 16; thence S89°37°03"W for

# **KEYS GATE**



	TYPE OF PROJECT:	AMENDE	D MAST	ER DECLAR	ATION - EXHIBIT 1
	SHECT NAME:	LEGAL D	ESCRIP	TION	
KEYS GATE COMMUNITY ASSOCIATION, INC.					SOCIATION, INC.
		I. LOPEZ	DATE:	10-23-2002	SKEET:
	ONG. CHECKED 81;		SCALE:	N/A	2
	CHECKED BY:		PROJECT Na	98N041-5860	of 19 skerts

35.00 feet to its intersection with the Easterly Boundary line of said "KEYS GATE No. ONE"; thence S00°25'06"E along the Southerly Projection of said Easterly Boundary Line of "KEYS GATE No. ONE" for 35.00 feet to a point of curvature of a circular curve to the left, concave to the Northeast; the next four (4) caurses being along the Westerly right—of—way line of "Kingman Road" as described and dedicated in Official Records Book 13410, Page 149 and Official Records Book 13452, Page 2751 of the Public Records of Dade County, Florida; (1) thence Souheasterly along the arc of said curve, having for its elements a radius of 2610.93 feet, through a central angle of 25"03"20" for an arc distance of 1141.76 feet to a point of tangency; (2) \$25"28"26"E for 1050.34 feet to a point of curvature of a circular curve concave to the Southwest; (3) Southeasterly along the arc of said curve having a radius of 2545.00 feet and a central angle of 42°35′47″ for 1892.08 feet to a point of tangency; (4) \$17'07'21"W for 860.48 feet to a point of curvature of a circular curve concave to the Northwest; thence Southwesterly along the arc of said curve having a radius of 25.00 feet and a central angle of 90'00'00" for 39.27 feet to a point on a non-tangent line, said point being on the North right-of-way line of Polm Drive as described in Official Records Book 13410, Pages 154-157 of the Public Records of Dade County, Florida; thence \$17'07'21"W for 120.00 feet to its intersection with the South right-of-way line of Polm Drive; thence 572'52'39"E along said Southerly right—of—way line of Palm Drive for 80.00 feet to its intersection with the Southwesterly projection of the centerline of said Kingman Road; thence \$17'07'21"W along said Southwesterly projection for 1067.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly along the arc of a said curve having a radius of 4190.00 feet and a central angle of 17'37'47" for 1289.26 feet to a point of tangency; thence \$00'30'26"E along the East line of the Northwest one—quarter of said Section 28 for 852.20 feet to THE POINT OF BEGINNING.

#### LESS THEREFROM:

(Mlami-Dade Water and Sewer Department Wellfield) the North one—half of Tract 2, Black 4, of said Section 20, as shown on the "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: less the North 30.00 feet thereof.

Containing 51,378,074.71 Square Feet or 1,179,4783 Acres, more or less,

(SEE SHEETS 5 THRU 15 OF 19 FOR SKETCH OF SURVEYS)

#### TOGETHER WITH A PORTION OF PALM DRIVE PUBLIC RIGHT-OF-WAY LEGAL DESCRIPTION:

All of that portion of the existing Public Right of Way of Palm Drive (S.W. 344th Street), lying East of Tennessee Road (S.W. 167th Avenue) and West 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.

That portion of the Northerly 1/2 of said Palm Drive Public Right of Way lying South of the Tract "A" of "HOMESTEAD LAKES HIGH SCHOOL SITE" as recorded in Plat Book 109, at Page 64 of the Public Records of Miami-Dade County, Florida. All the above described Right-of-way being and situated in Miami-Dade County, Florida.

(SEE SHEET 16 OF 19 FOR SKETCH OF SURVEY)

#### TOGETHER WITH A PORTION OF NORTH CANAL DRIVE PUBLIC RIGHT-OF-WAY LEGAL DESCRIPTION:

All of that portion of the existing Public Right of Way of North Canal Drive (S.W. 328th Street), lying Easterly of the centerline of Form Life School Road (S.W. 162nd Avenue) and West of the East Line of Section 20, Township 57 South, Range 39 East. LESS:

That portion of the Southerly 1/2 of said North Canal Drive Right of Way lying West of the most Northerly Westerly line of Parcel "B" of "KEYS GATE No. TWO" according to the plat thereof, as recorded in Plat Book 133, at Page 12 of the Public Records of Dade County, Florida.

All the above described Right—of—way being and situated in Miomi—Dade County, Florida.

(SEE SHEET 17 OF 19 FOR SKETCH OF SURVEY)

#### TOGETHER WITH

#### A PORTION OF FARM LIFE SCHOOL ROAD PUBLIC RIGHT-OF-WAY LEGAL DESCRIPTION:

West 1/2 of the existing Public Right of Way of Farm Life School Road (S.W. 162nd Avenue). Lying South of the Northerly Right—of—Way line of North Canal Drive (S.W. 328th Street) and North of the Westerly extension of the South line of "BROOKWOOD GARDENS EXTENDED CARE CENTER".

All the above described Right—of—way being and situated in Miami—Dade County, Florida.

(SEE SHEET 17 OF 19 FOR SKETCH OF SURVEY)

# **KEYS GATE**



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

TIPE OF PROJECT:	AMENDE	D MAST	FER DECLAR	RATION - EXHIBIT 1			
SEL MAE	LEGAL DESCRIPTION						
PPEPARED FOR	PETARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.						
	J LOPEZ	DAFE:	10-23-2002	94EET:			
DIG. CIECUED BY:		SCALE:	N/A	3			
OEOED BY:		PROJECT No.	98N041-5860	or 19 sweets			

Page 037 of 276

# TOGETHER WITH A PORTION OF SOUTH CANAL DRIVE PUBLIC RIGHT-OF-WAY LEGAL DESCRIPTION:

All of that portion of the existing Public Right of Way of South Canal Drive, lying West of the East Line of Section 20, Township 57 South, Range 39 East, and East of Farm Life School Road (S.W. 162nd Avenue), LESS:

That portion of the Southerly 1/2 of said South Canal Drive Right of Way lying North of "BROOKWOOD GARDENS EXTENDED CARE CENTER".

All the above described Right—of—way being and situated in Miami—Dade County, Florida.

(SEE SHEET 17 OF 19 FOR SKETCH OF SURVEY)

# TOGETHER WITH A PORTION OF KINGMAN ROAD PUBLIC RIGHT-OF-WAY LEGAL DESCRIPTION:

West 1/2 of the existing Public Right of Way of Kingman Road (S.W. 152nd Avenue), lying North of Palm Drive (S.W. 344th Street) and South of the North Line of Section 21. Township 57 South, Range 39 East.

All the above described Right—of—way being and situated in Miami—Dade County, Florida.

(SEE SHEET 18 OF 19 FOR SKETCH OF SURVEY)

#### TOGETHER WITH A PORTION OF KINGMAN ROAD PUBLIC RIGHT-OF-WAY AND ENTRANCE FEATURE AT KINGMAN ROAD AND CAMPBELL DRIVE

#### LEGAL DESCRIPTION:

All of that partian of the existing Public Right of Way of Kingman Road (S.W. 152nd Avenue), lying North of the Northerly Boundary Line of "KEYS GATE No. THREE", according to the Plot thereof, as recorded in Plot Book 133, at Page 35 of the Public Records of Miami-Dade County, Florida, and South of Campbell Drive (S.W. 312nd Street)

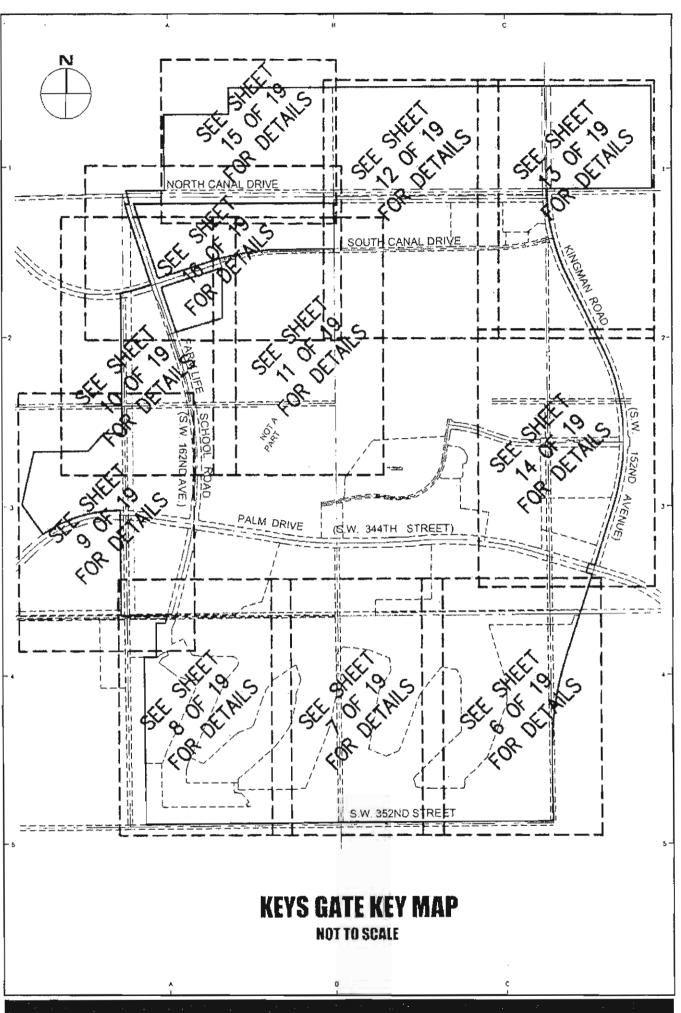
#### AND:

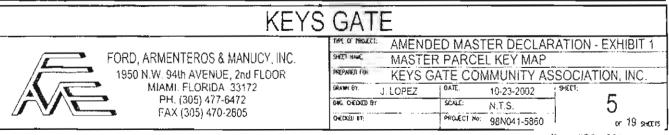
The existing Entrance Feature tracts located at the intersection of Kingman Road and Campbell Drive. All the above described Right-of-way being and situated in Miami-Dade County, Florida. (SEE SHEET 19 OF 19 FOR SKETCH OF SURVEY)

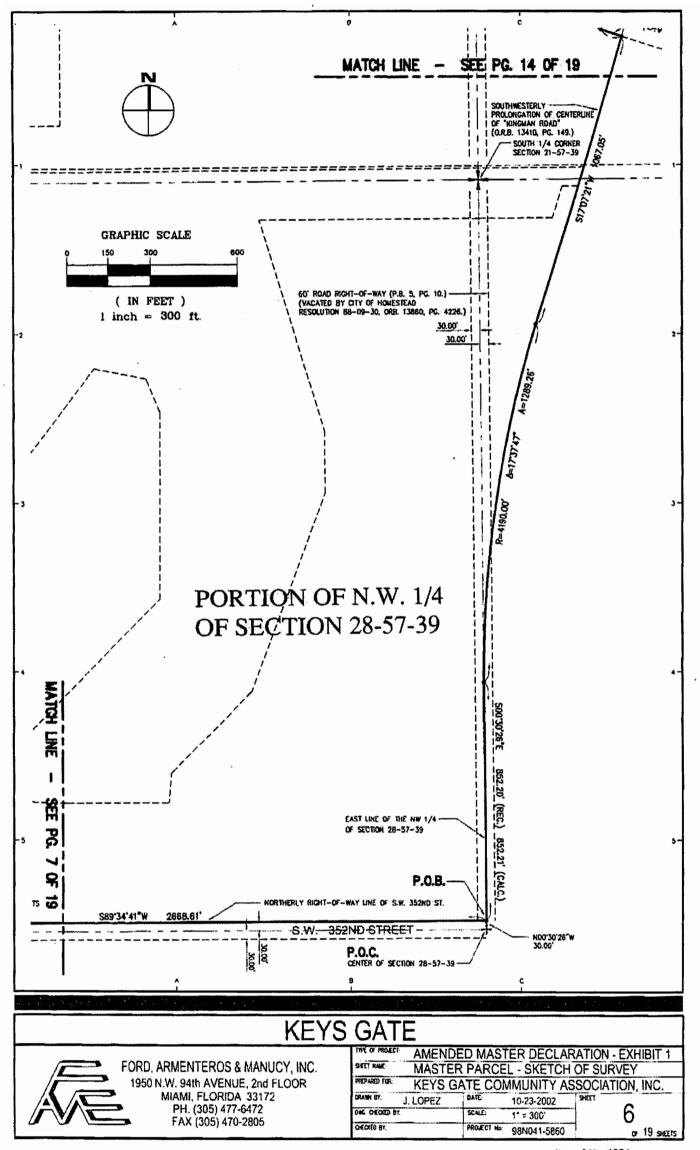
# **KEYS GATE**

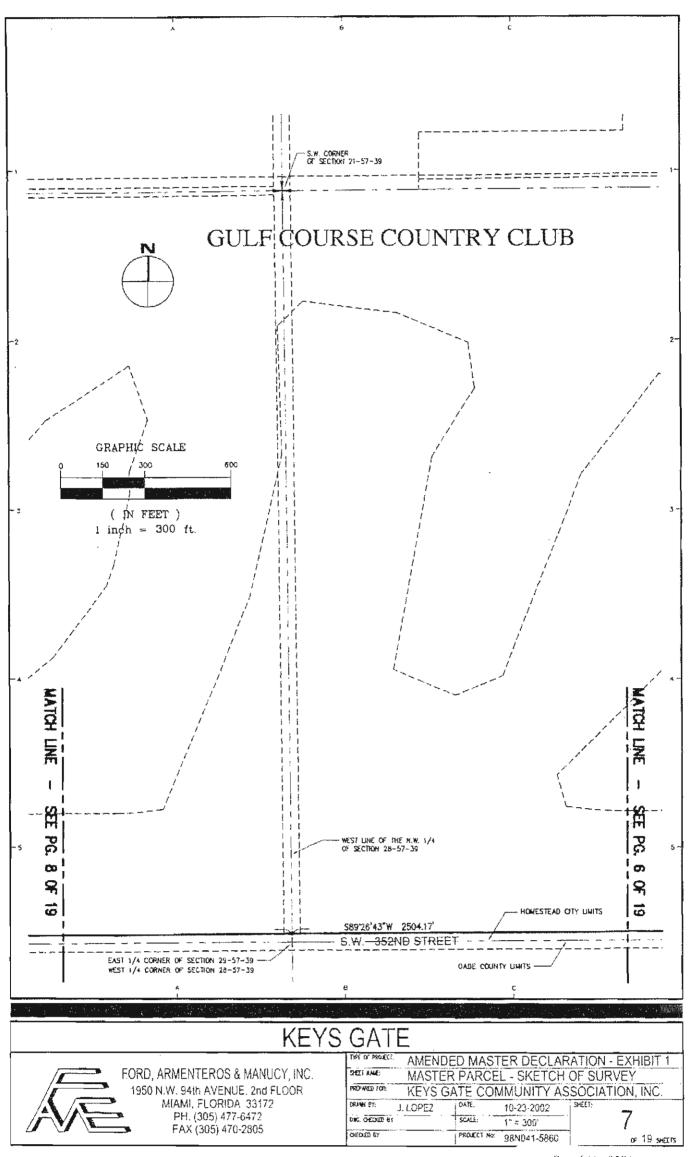


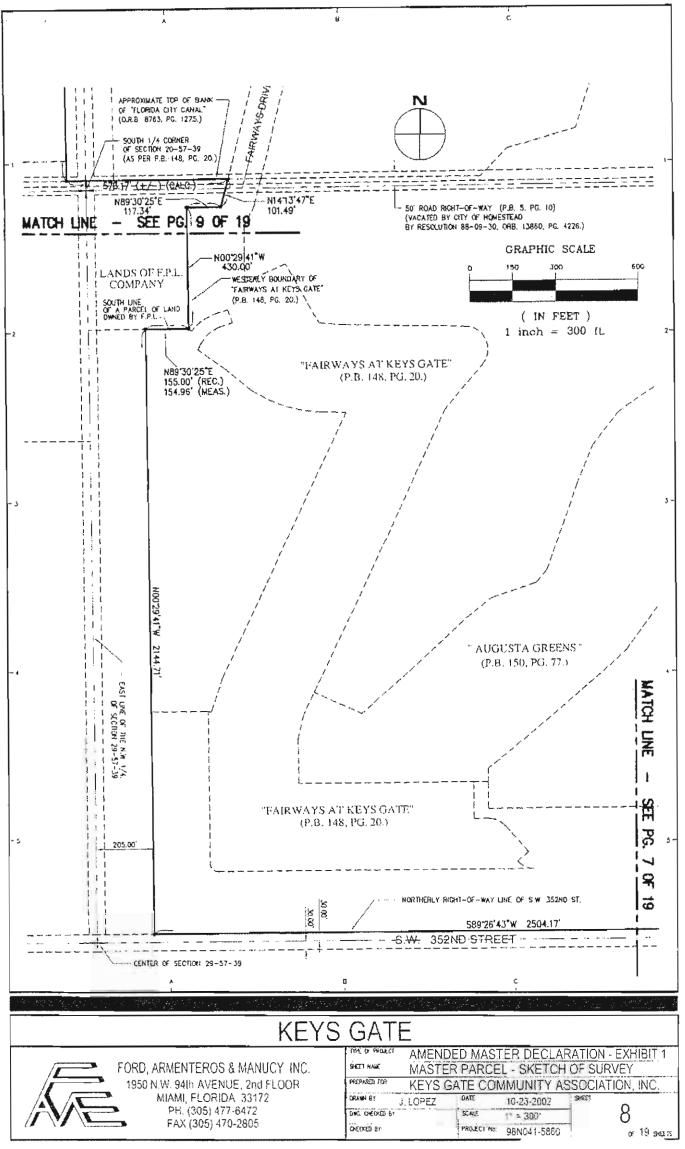
THE OF PROJECT:	AMEND	ED MAST	ER DECLAP	RATION - EXHIBIT 1	
SHEET NAME					
PREPARED FOR	PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.				
DRAWN BY.	J. LOPEZ	DATE:	10-23-2002	96007	
DIG. DEDED BY		SCALE.	NIA	1 4	
OWENED BY		PROJECT No.	98N041-5860	or 19 sheets	

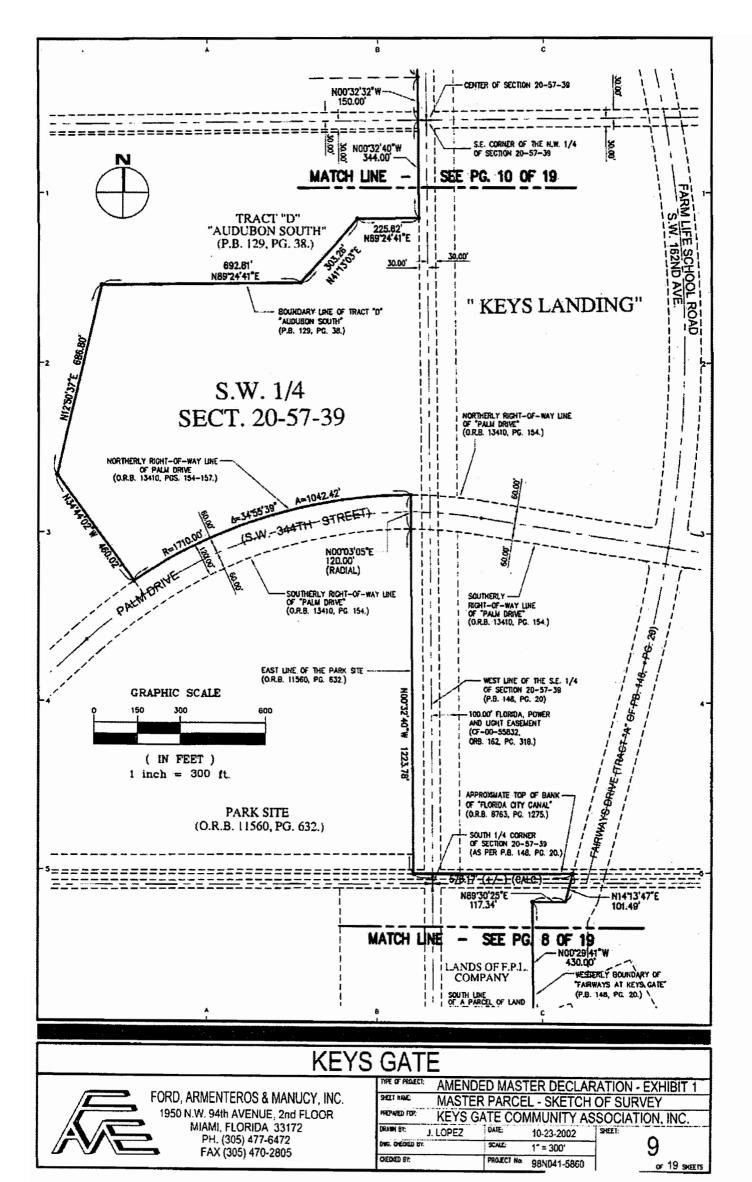


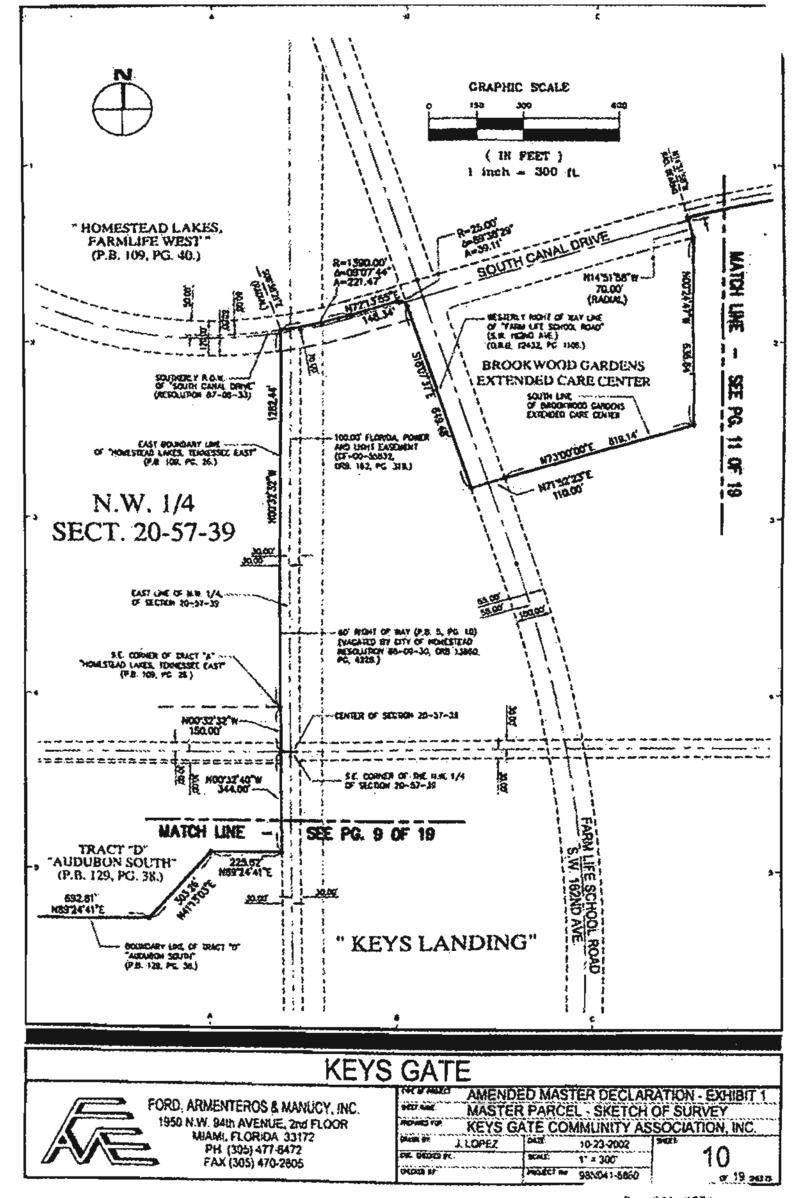




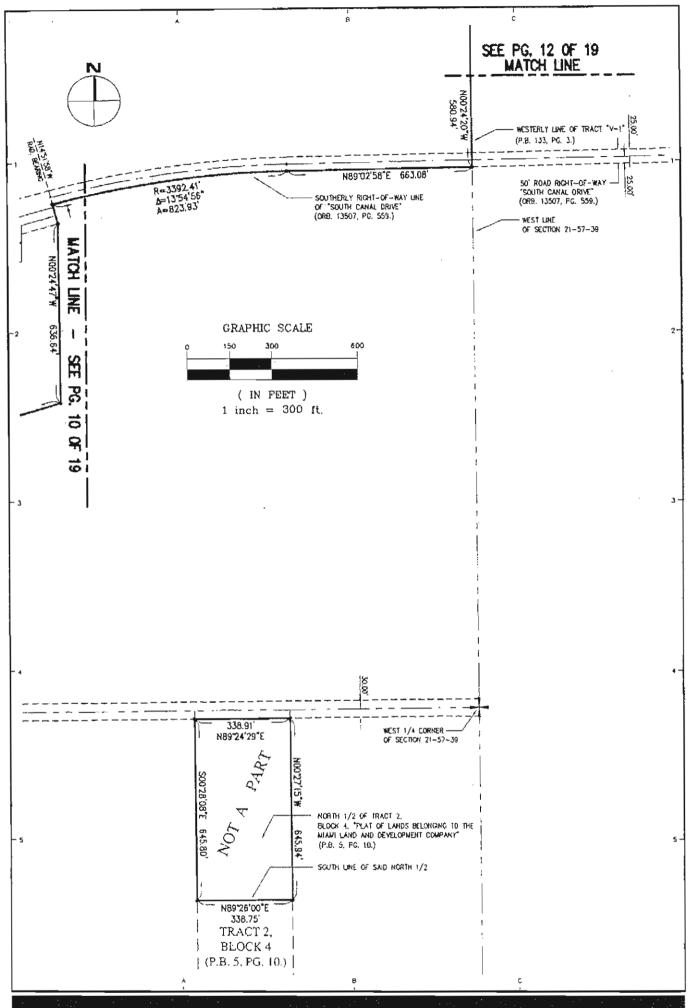


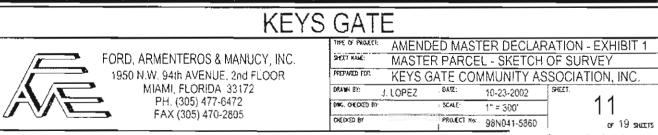


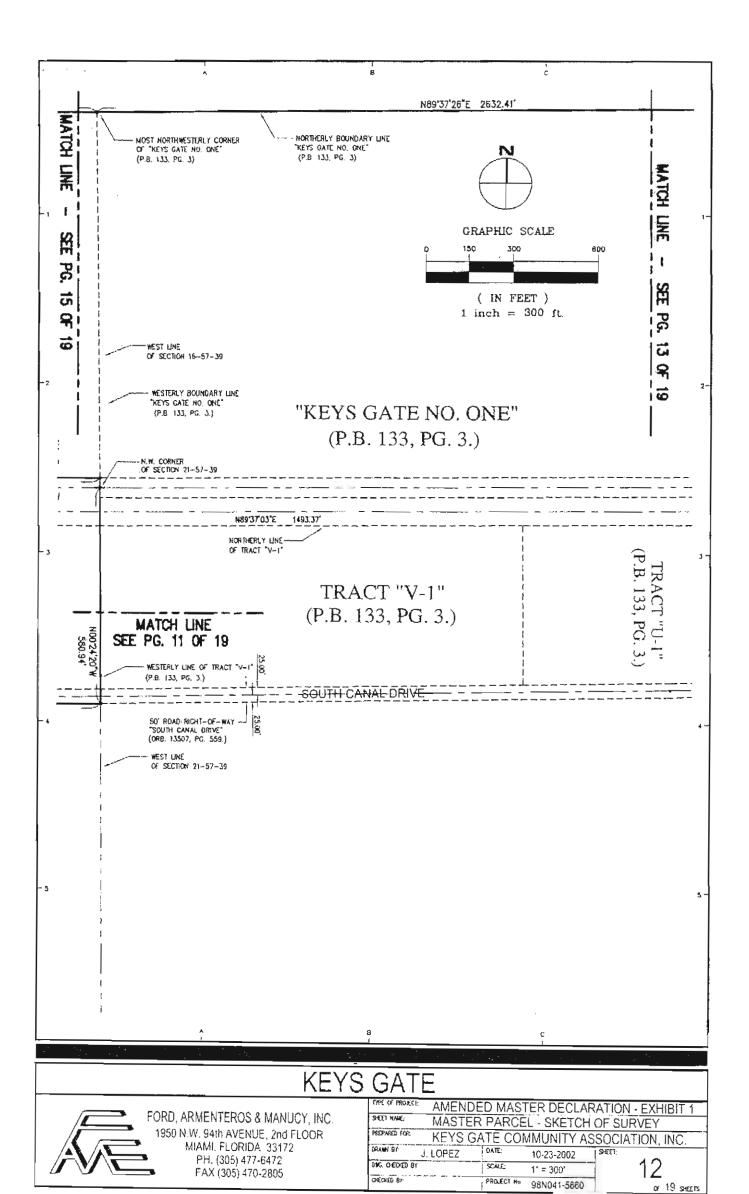




Page 044 of 276

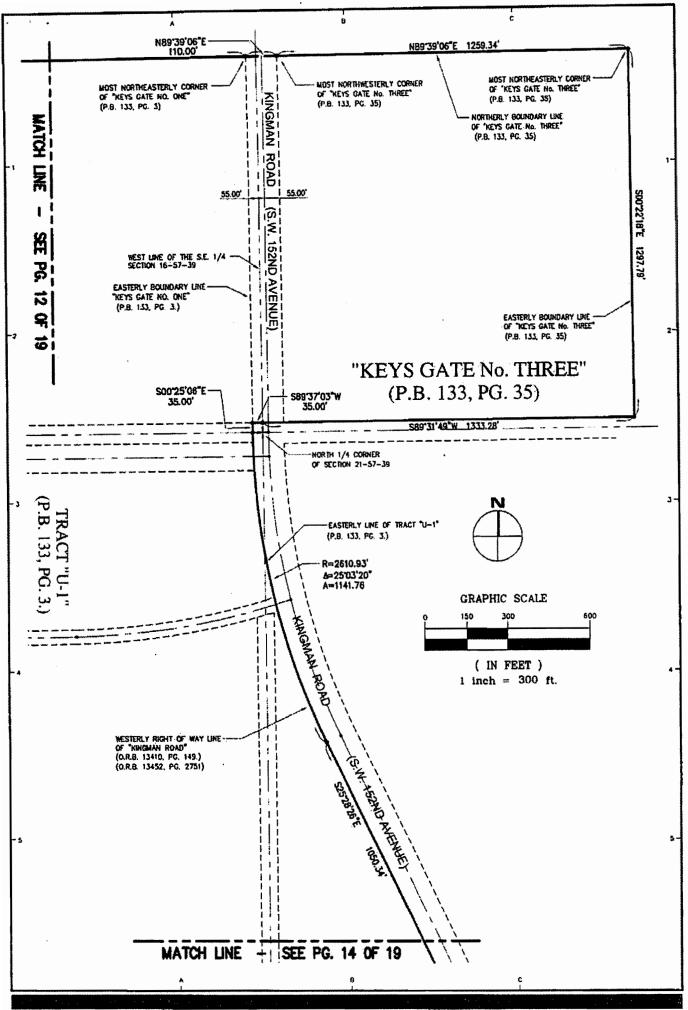


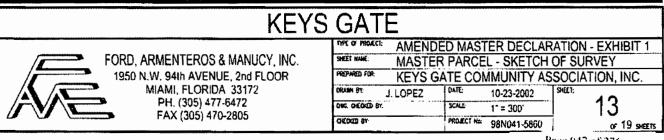


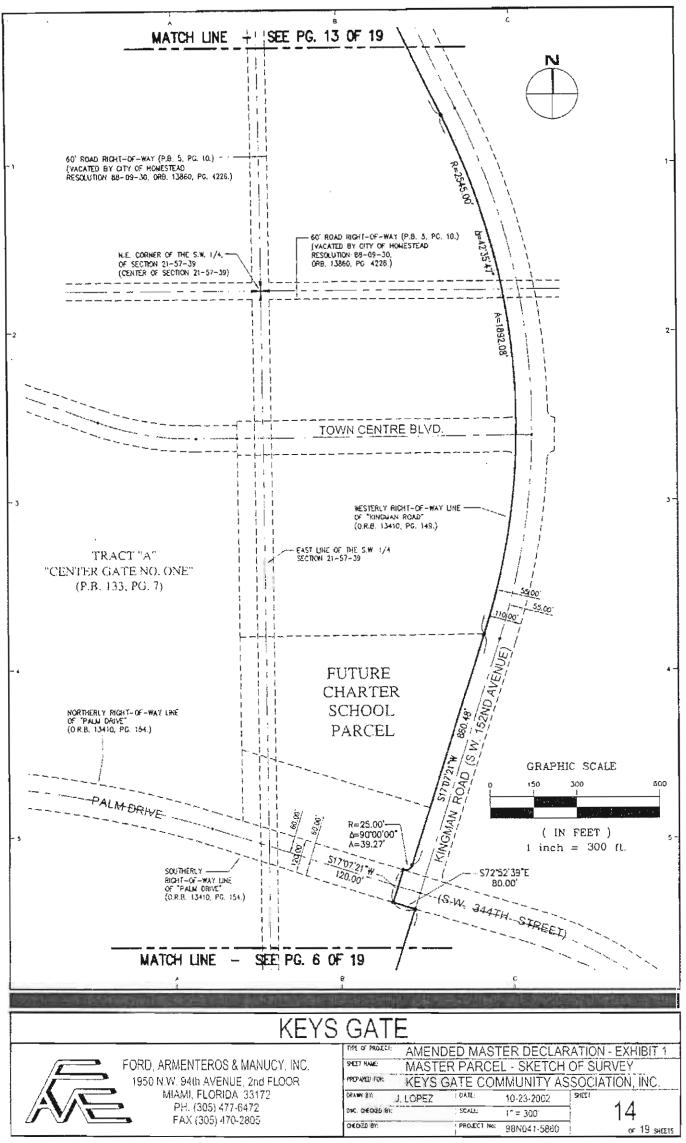


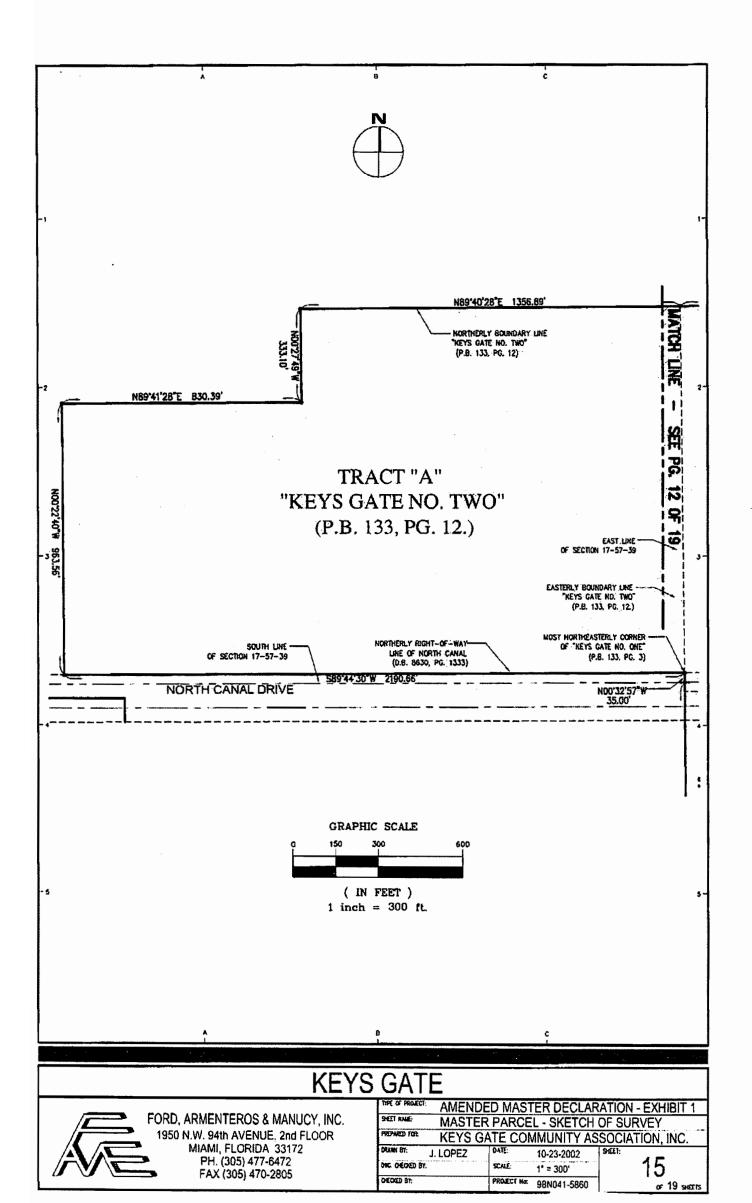
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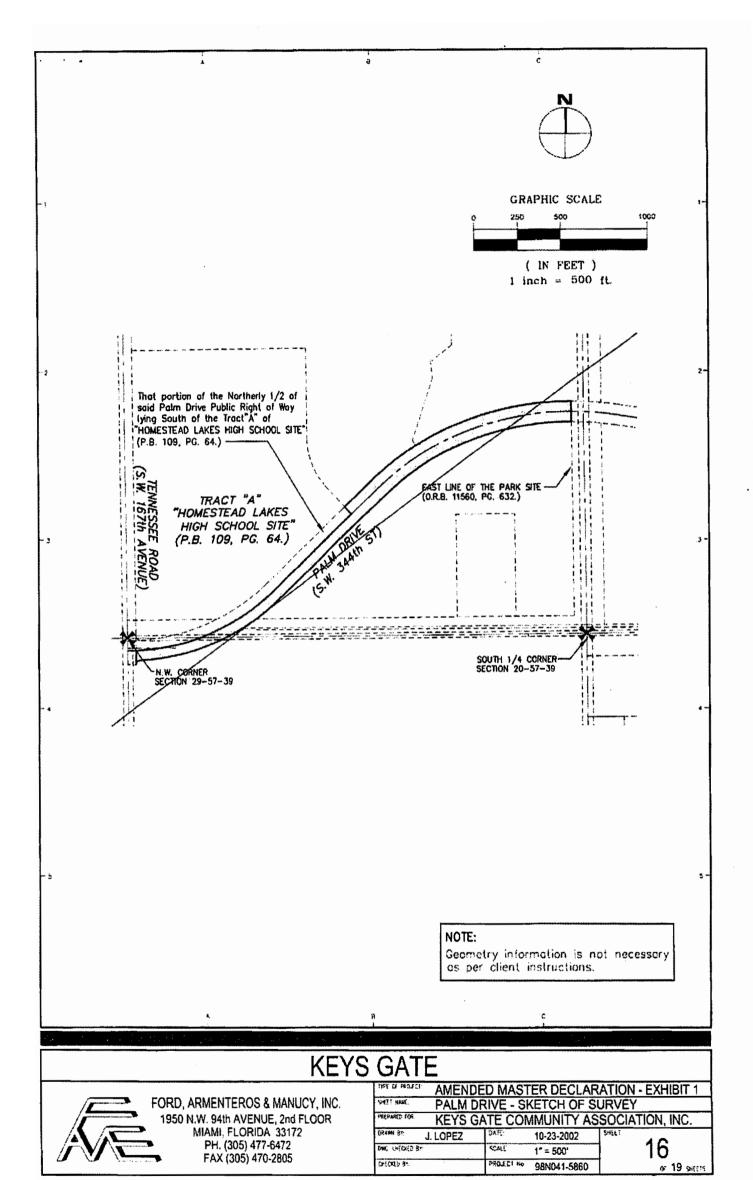
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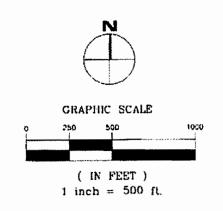


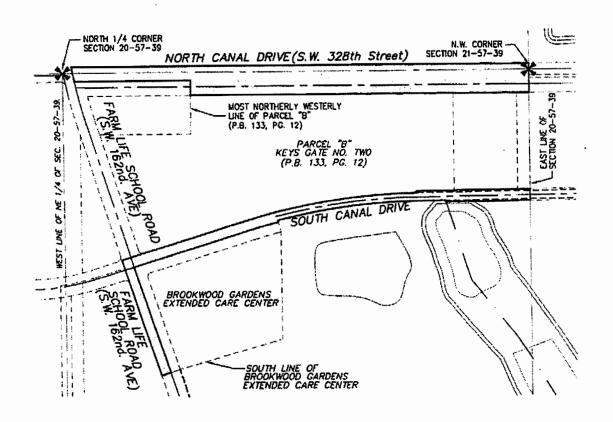










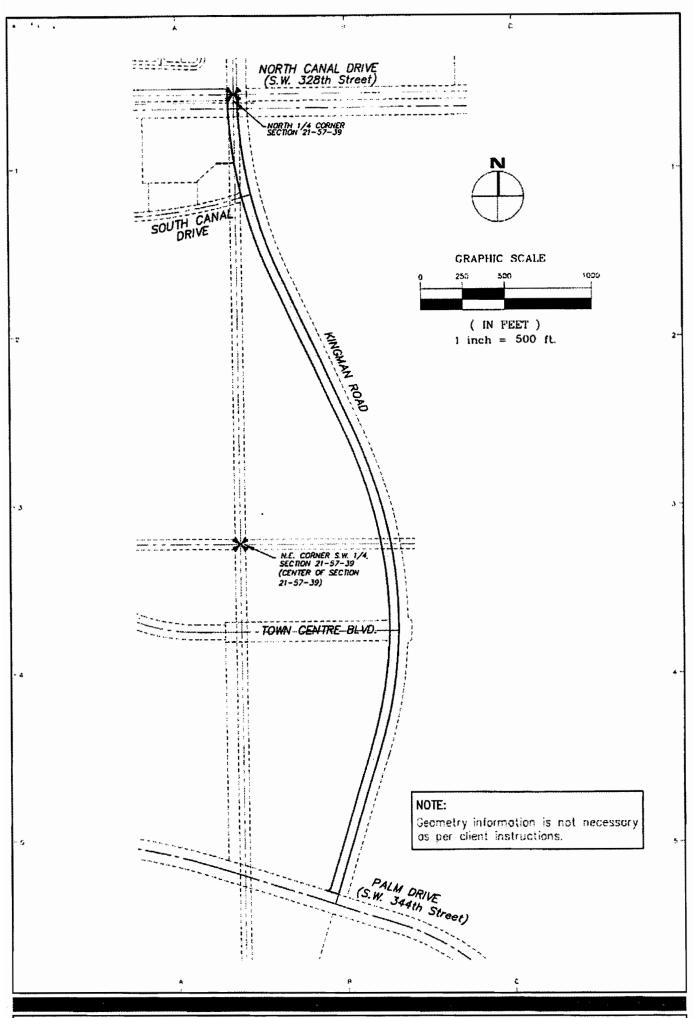


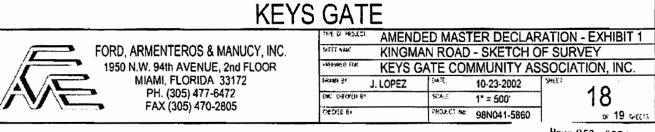
#### NOTE:

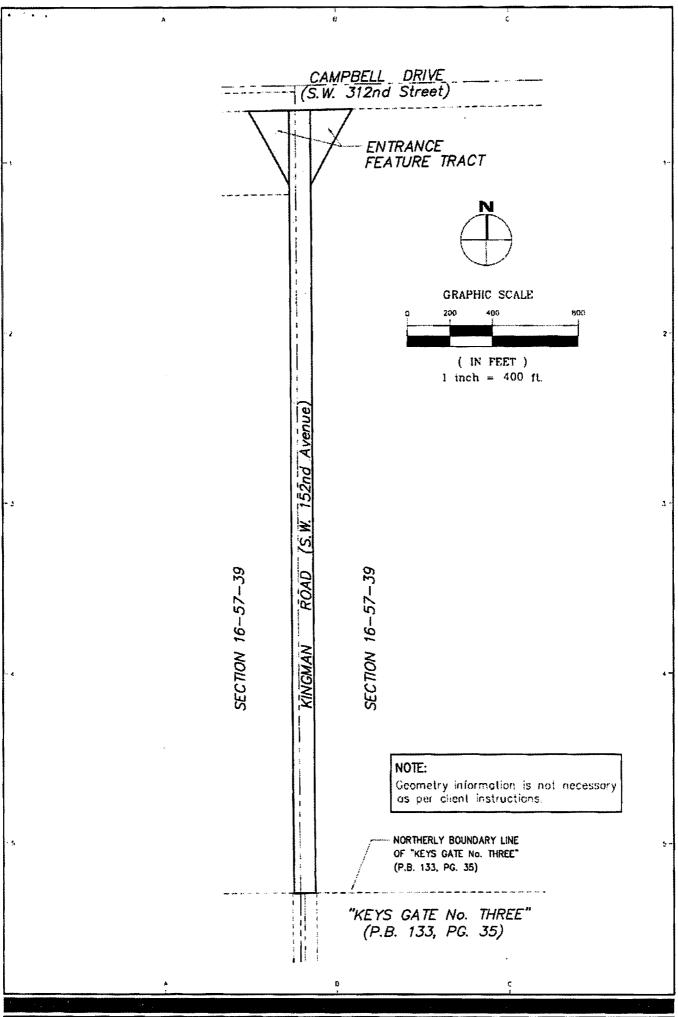
Geometry information is not necessary as per client instructions.

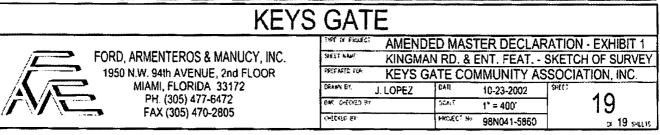
NORTH CANAL DRIVE, SOUTH CANAL DRIVE, & FARM LIFE SCHOOL RD.

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



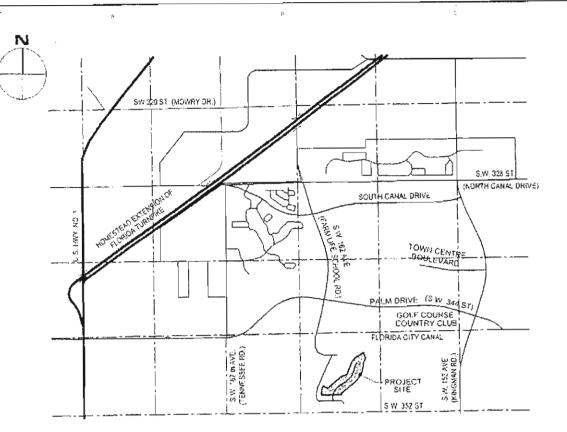






## AMENITY EASEMENT AREA

Keys Gate Amended and Restated Declaration of Master Covenants Page 054 of 276



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 bosed on recorded value of NOO'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 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:

We Hereby Certify to the best of our knowledge and belief that this drowing is o 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

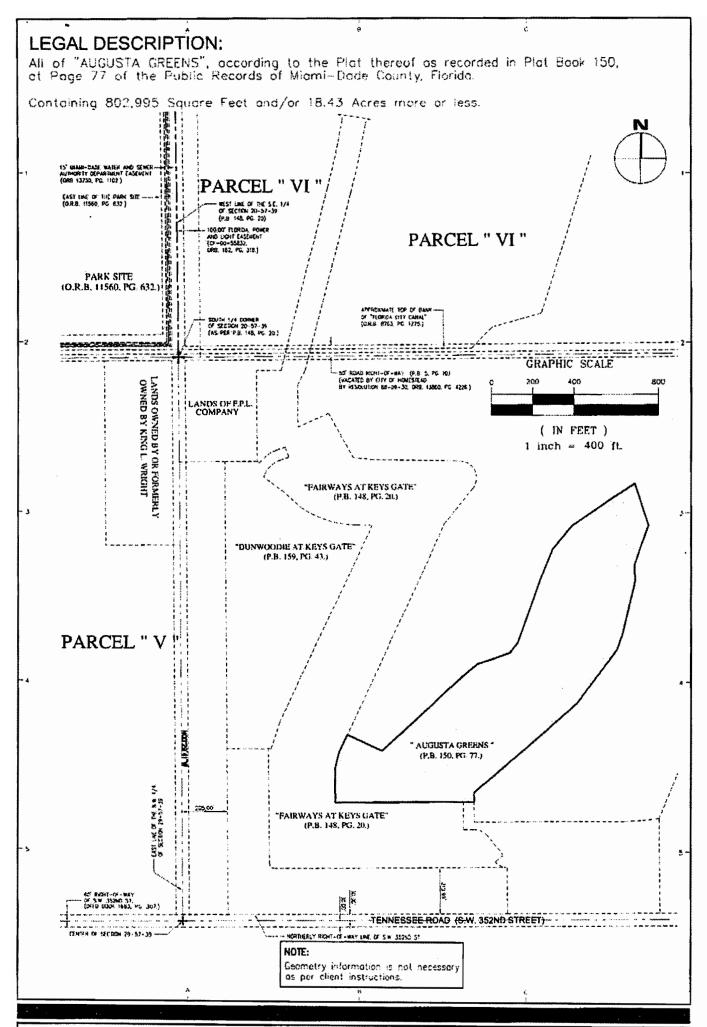
Revision Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003

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

# AMENITY EASEMENT AREA



141 (a) 480(d)	Ç^.	AMEND	DED MAS	TER DECLAP	RATION	- EXHIBIT 2
9881 AMA		LOCAT	ION MAP	& SURVEYO	R'S NO	TES
PASSON STOR	MANAGE KEYS G			MMUNITY AS	SOCIA	TION, INC.
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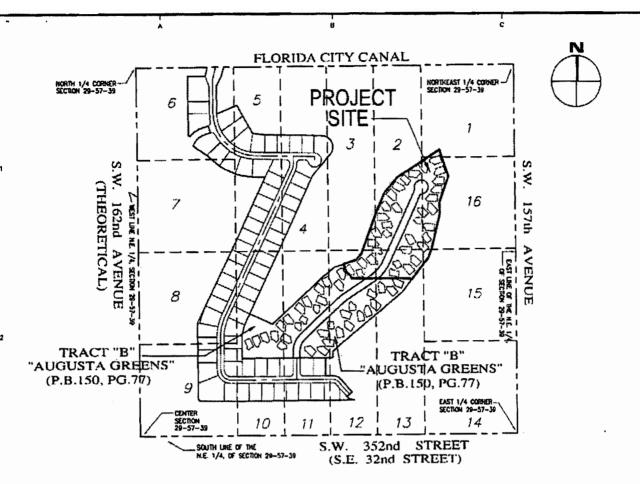


# AMENITY EASEMENT AREA



_			*******					
	THE OF PROJECT	. AMEND	ED MAST	TER DECLA	RATION - EXHIBIT 2			
	SHEET NAME:	LOCATION MAP & SURVEYOR'S NOTES						
	KEYS GATE COMMUNITY ASSOCIATION, INC							
	SEVEN BA	B. ROJAS	CATE	12-10-2002	940			
	DAD CIRCYTO BL		SCALE	AS SHOWN	2			
	ONOME SE		FROJECT No.	98N041-5860	or 2 seas			

# AUGUSTA GREENS PHASE 1 NEIGHBORHOOD LEGAL DESCRIPTION



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

#### **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 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 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 previsions? Chapter 61G17—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002 Revision Date: JANUARY 10.

Revision Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003 Edwin J. Fernandez, for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

# AUGUSTA GREENS PHASE 1 NEIGHBORHOOD



FORD, ARMENTEROS & MANUCY, INC 1950 N.W. 94th AVENUE, 2nd FI.OOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 SEET NAME LOCATION MAP & SURVEYOR'S NOTES
PREPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

GRAWN BY. J. LOPEZ DATE: 10-23-2002
DISC OPERAGED BY: SCALE: AS SHOWN
OPERAGED BY: PROJECT NOT 98NO41 OF 3 SHEETS

#### LEGAL DESCRIPTION:

All that portion of Tracts "A" and "B" of "AUGUSTA GREENS", as recorded in Plat Book 150, at Page 77 of the Public Records of Mlami—Dade County, Florida, lying Northerly of the following described line:

COMMENCE at the Most Southeasterly Corner of said Tract "B"; 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 said Line, also being the Southerly Boundary Line of "AUGUSTA GREENS CONDOMINIUM PHASE I", as recorded in Official Records Book 17524, Page 3087 of the Public Records of Miami—Dade, Florida; the next described three (3) courses and distances Being along said Southerly Boundary Line; 1) thence N53deg02min53secW for 15.46 feet; 2) thence West for 415.90 feet; 3) thence N30deg41min06secW for 35.08 feet to its intersection with the Southerly Boundary Line of Unit 19 as recorded in said "AUGUSTA GREENS"; the next described three(3) courses and distances being along the Southerly, Southwesterly and Northwesterly Boundary Line of said Unit 19; 1) thence N79deg45min42secW for 9.96 feet; 2) thence N33deg20min32secW 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 its intersection with the Northwesterly Boundary Line of said Tract "B", also being the Point of Termination of the aforementioned Line.

All of the above described land situated, being and lying in the City of Homestead, Miami-Dade County, Florida, and containing 375,880.73 Square Feet and/or 8.63 Acres, more or less.

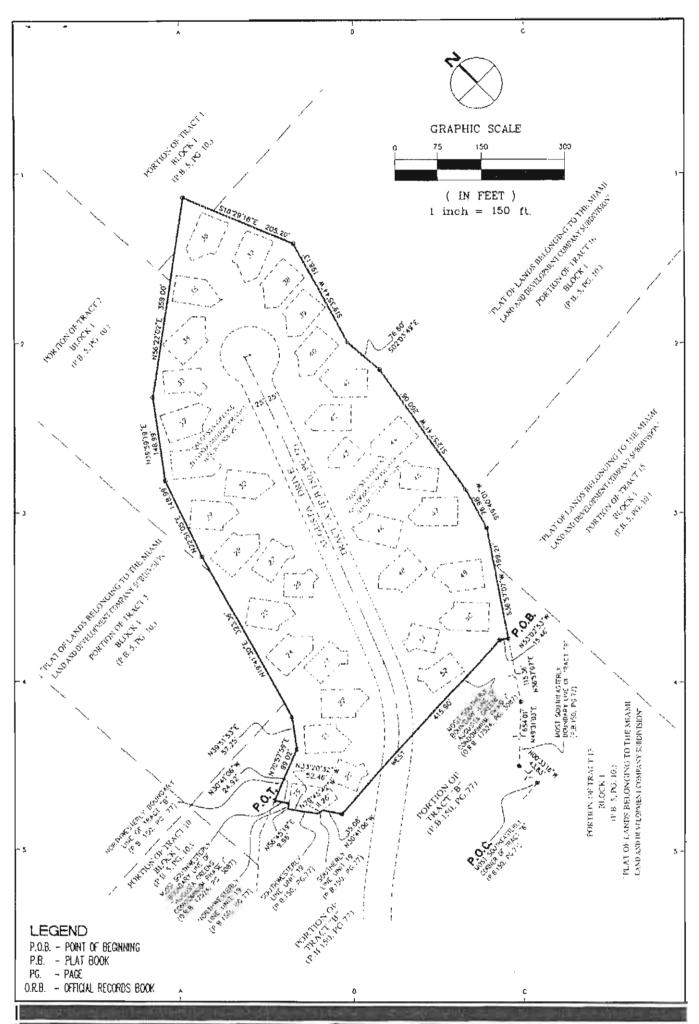
# AUGUSTA GREENS PHASE 1 NEIGHBORHOOD

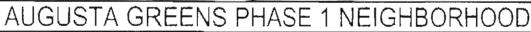


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

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THE OF PROJEC	AMEND	ED MAST	TER DECLA	RATION - EXHIBIT 3		
SHEET HAME:	***************************************					
PREPARED FOR	PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.					
DRAWN BY:	J. LOPEZ	DATE:	10-23-2002	94601:		
ONC. CHECKED BY:		SCALE	N/A	7 2		
OFFICED BY:		PROJECT No.	98N041	or 3 swrms		

Page 059 of 276





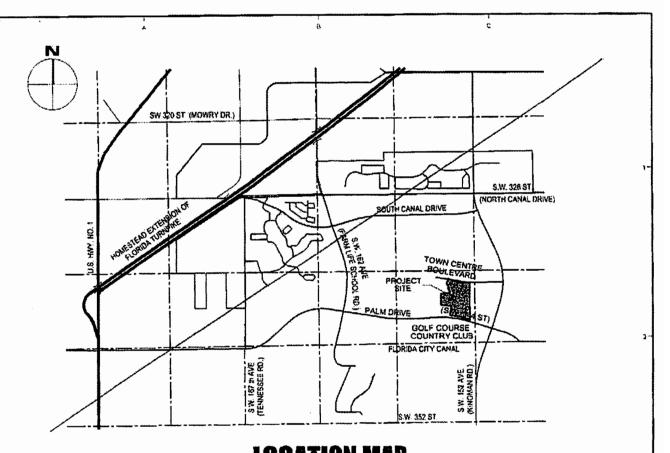


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prepared for	KEYS GA	TE CON	MUNITY AS	SOCIATION, INC.
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#### CENTERGATE NEIGHBORHOOD

LEGAL DESCRIPTION

Keys Gate Amended and Restated Decignation of Master Covenants Page 061 of 276



**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 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:**

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

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

# CENTERGATE NEIGHBORHOOD



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

TIPE OF FROME	RATION - EXHIBIT 4					
SHET! HAVE:	R'S NOTES					
PREPARID FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.					
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Page 062 of 276

#### LEGAL DESCRIPTION:

A parcel of land being a portion 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, being more particularly described by "metes and bounds" as follows:

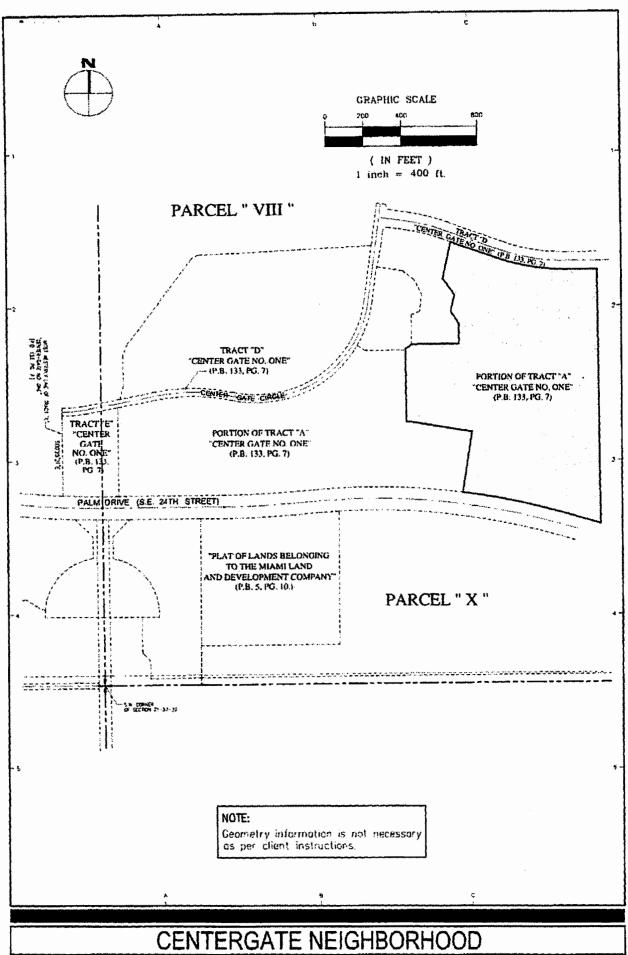
BEGIN at the Sautheast Corner of Said Tract "A"; thence N72deg52min39secW for 98.91 feet to a point of curvature of a circular curve to the left, concave to the Southwest, thence Northwesterly along the arc of said curve, having for its elements a radius of 3656.31 feet, through a central angle of 09deg51min38sec for an arc distance of 628.79 feet to its intersection with a non-tangent line, a radial line from said point bears S07deg15min43secW; thence N08deg53min16secE for 319.31 feet to its intersection with the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N03deg43min06secE, thence Westerly along the arc of said curve, having for its elements a radius of 185.50 feet, through a central angle of 05deg10min05sec for an arc distance of 16.73 feet to a point of tangency; thence N81deg06min44secW for 296.24 feet to a point of curvature of 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 294.50 feet, through a central angle of 07deg00min36sec for an arc distance of 36.03 feet to its intersection with a non-tangent line, a radial line from said point bears S01deg52min40secW; thence N00deg31min16secW for 377.00 feet; thence N52deg40min58secE for 42.20 feet; thence N89deg28min44secE for 249.26 feet; thence N13deg17min07secE for 87.93 feet; thence N3ddeg47min01secW for 73.97 feet; thence N13deg17min07secE for 198.43 feet; to a point on the Southerly boundary line of 1ract "D" of said "CENTER GATE NO. ONE", the three following courses being along said Southerly line; 1) thence S70deg18min55secE for 258.25 feet to a point of curvature of a circular curve to the left, concave to the North, 2) thence Southeasterly along the arc of said curve, having for its elements a radius of 1045.50 feet, through a central angle of 20deg06min10sec for an arc distance of 366.82 feet to a point of tangency; 3) thence N89deg34min54secE for 151.05 feet; thence S00deg31min16secE for 1316.88 feet to the POI

All of the above described land situated, being and lying in Miami-Dade County, Florida, and containing 23.65 Acres more or less.

# CENTERGATE NEIGHBORHOOD



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





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

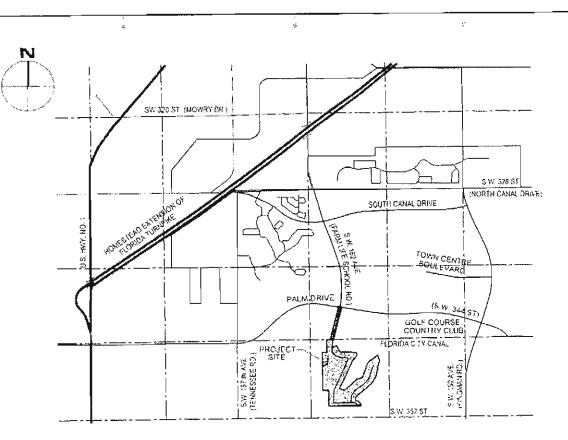
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Page 064 of 276

COCOPLUM DISTRICT

LEGAL DESCRIPTION

Keys Gate
Amended and Restated Declaration of Master Covenants
Page 065 of 276



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 an recorded value of N00'29'41"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 shawn on this Sketch & Legal that may be found in the Public Records of this Caunty, 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 far.

#### 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 occordance with the applicable provisions of Chapter 61617—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002

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

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

State of Florida, LS No. 5676

# COCOPLUM DISTRICT



AMENDED MASTER DECLARATION - EXHIBIT 5							
5/211 886 ·	LOCATION MAP & SURVEYOR'S NOTES						
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#### 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 Miami-Dade County, Florida.

#### TOGETHER WITH:

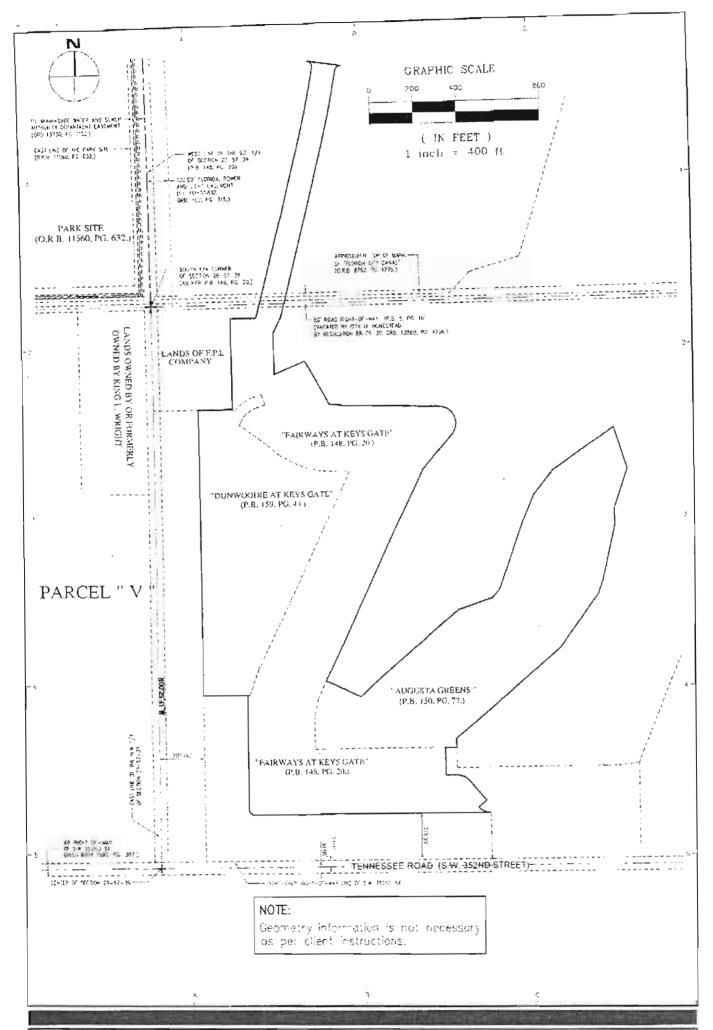
All of "AUGUSTA GREENS", according to the Plot thereof as recorded in Plot Book 150, at Page 77 of the Public Records of Miami-Dade County, Florida.

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



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PREPARED FOR	KEYS G	ATE CO	MMUNITY AS	SOCIATION, INC.
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# **COCOPLUM DISTRICT**



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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AMENDED MASTER DECLARATION - EX					
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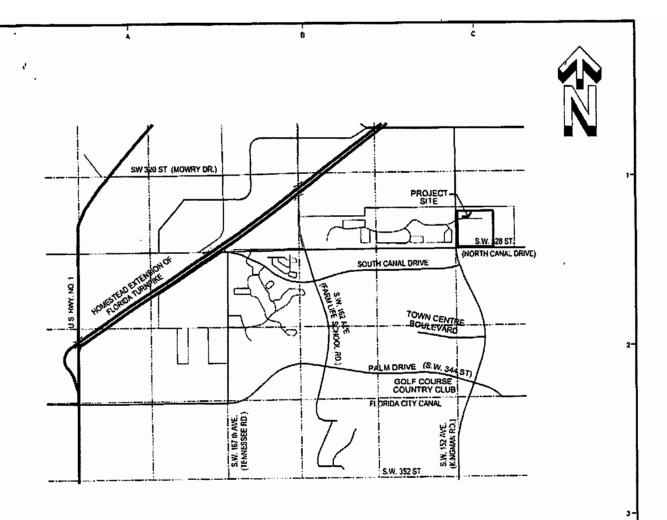
Page 068 of 276

#### EASTLAKE NEIGHBORHOOD

LEGAL DESCRIPTION

Keys Gate
Amended and Restated Declaration of Master Covenants

Page 069 of 276



SECTION 29, TOWNSHIP 57 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY, FLORIDA (NOT TO SCALE)

#### SURVEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 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.
- 3) -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.
- 4) -North arrow direction and Bearings shown hereon are based on an assumed value \$01.02.36.W along the East Line of Section 16-56-40 of the Public Records of 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 sepresentation 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: FEBRUARY 19, 2002. Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

Edwin J. Ferrandez, P.S.M., For the Firm Professional Surveyor and Mapper State of Florida, Registration No.5676

# EASTLAKE NEIGHBORHOOD



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

		D MAST	ER DECLAR	ATION - EXHIBIT 6			
	SHOOT NAME: LOCATIO	N MAP	AND NOTES				
	REPART FOR KEYS GATE COMMUNITY ASSOCIATION, INC.						
	DRAMM EY: R. RODRIGUEZ	DATE	12-20-2002	SHEET:			
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	CHECKED BY:	PROJECT No:	98N041-5860	or 8 suzzts			

Page 070 of 276

#### LEGAL DESCRIPTION:

Lots 1 through 34 inclusive, Block 26; Lots 1 through 43 inclusive, Block 27; Lots 1, through 19 inclusive, Block 28; and Lots 1 through 47 inclusive, Block 29, 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.

#### **LEGEND**

P.B. - PLAT BOOK

PG. - PAGE O.R.B.. - OFFICIAL RECORDS BOOK

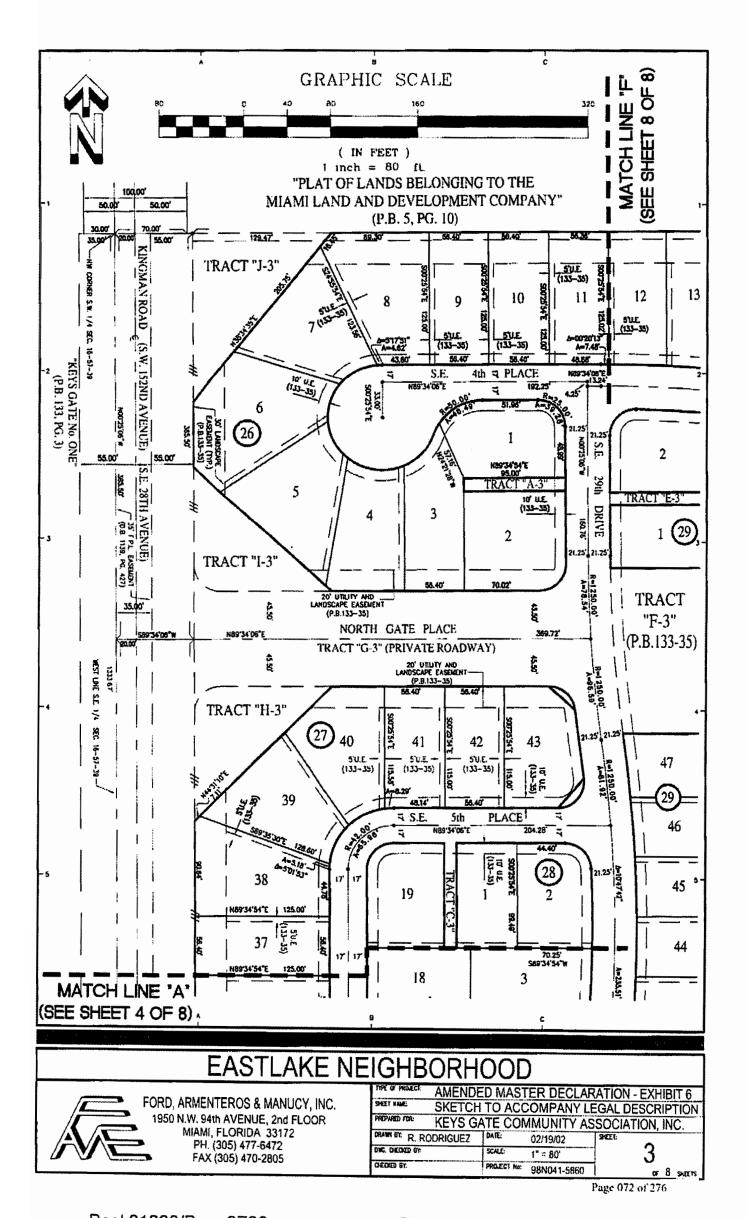
# EASTLAKE NEIGHBORHOOD

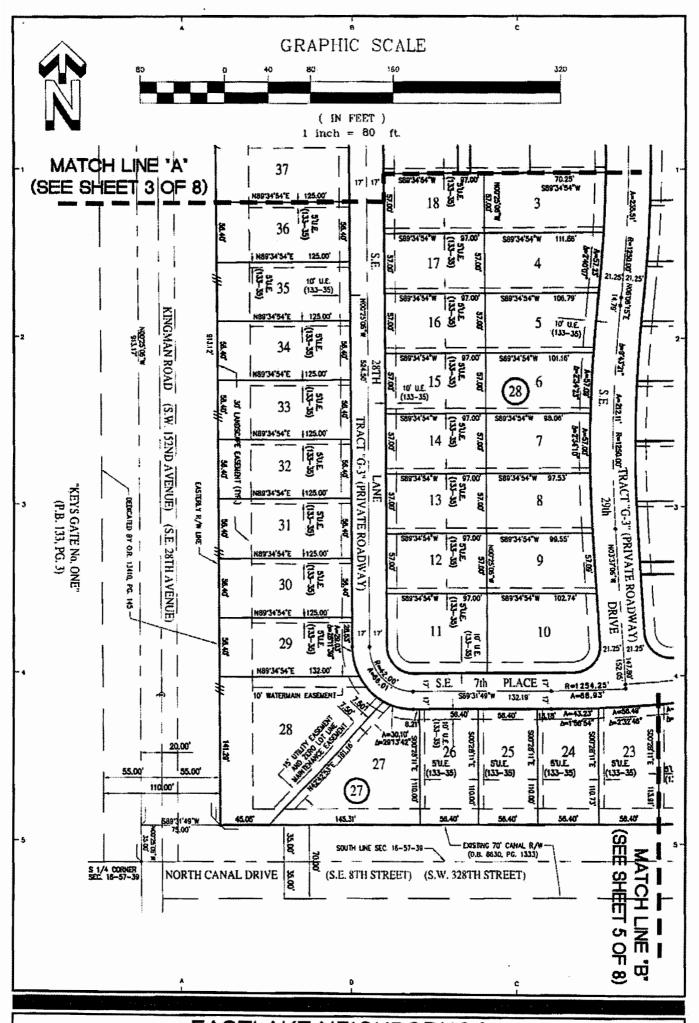


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

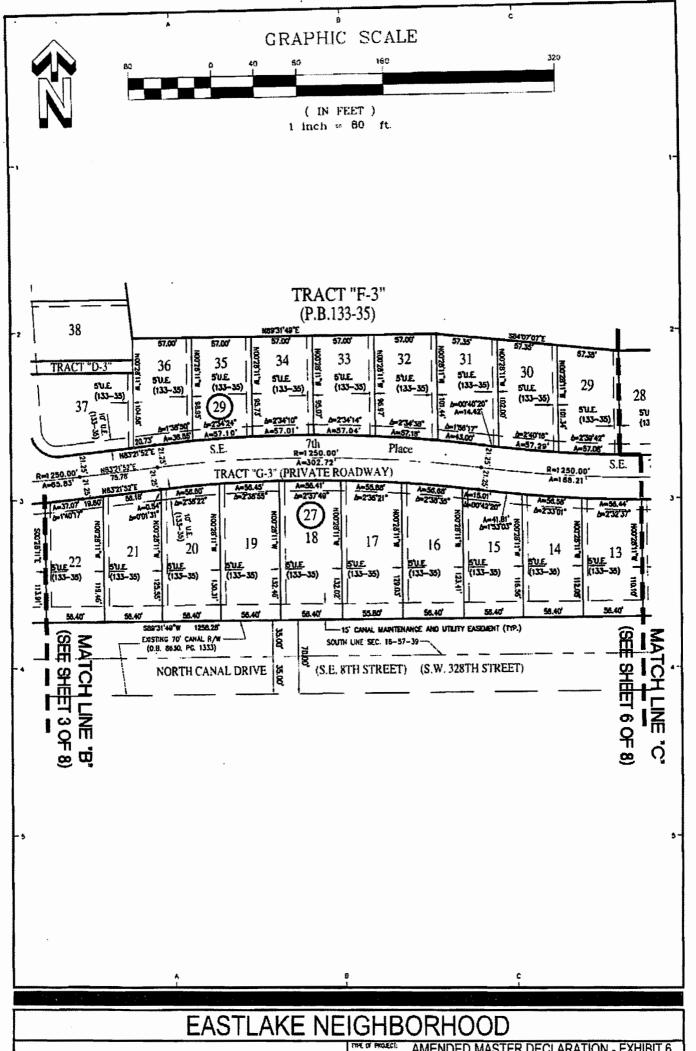
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Page 071 of 276





#### **EASTI** AKE NE AMENDED MASTER DECLARATION - EXHIBIT 6 FORD, ARMENTEROS & MANUCY, INC. SKETCH TO ACCOMPANY LEGAL DESCRIPTION KEYS GATE COMMUNITY ASSOCIATION, INC. 1950 N.W. 94th AVENUE, 2rd FLOOR MIAMI, FLORIDA 33172 ED FOR GRAMM BY: R. RODRIGUEZ 02/19/02 PH. (305) 477-6472 X.A.E 1" = 80" FAX (305) 470-2805 PROJECT Ha 98N041-5860 or 8 2402.12

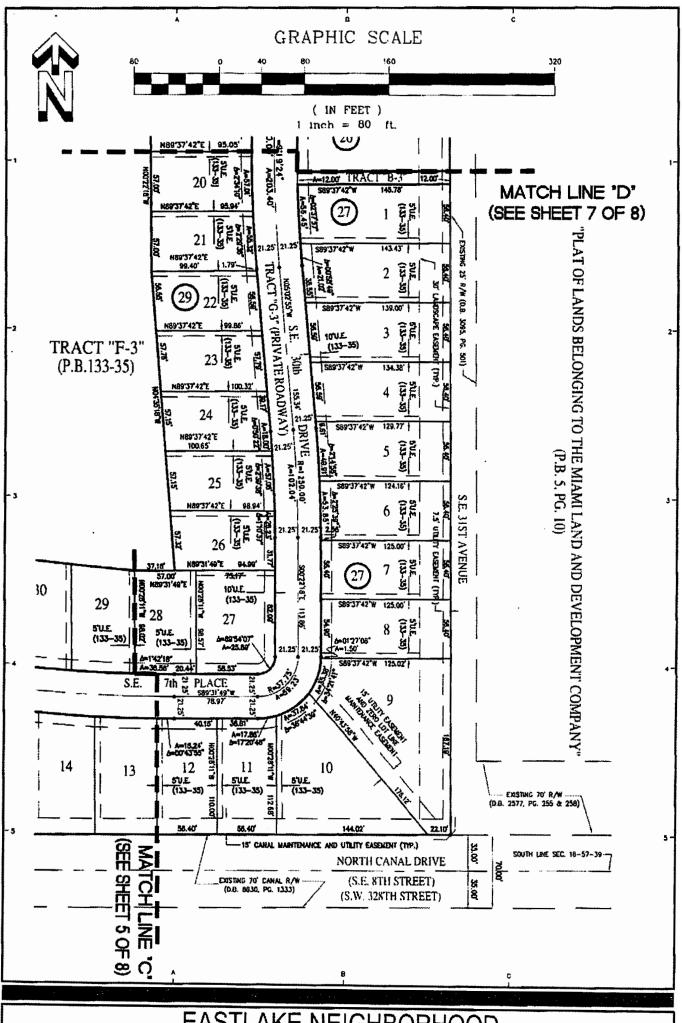


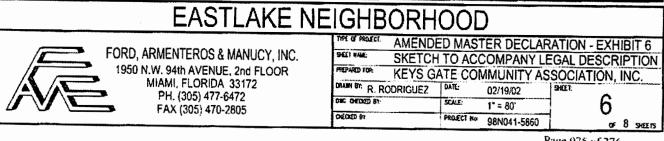


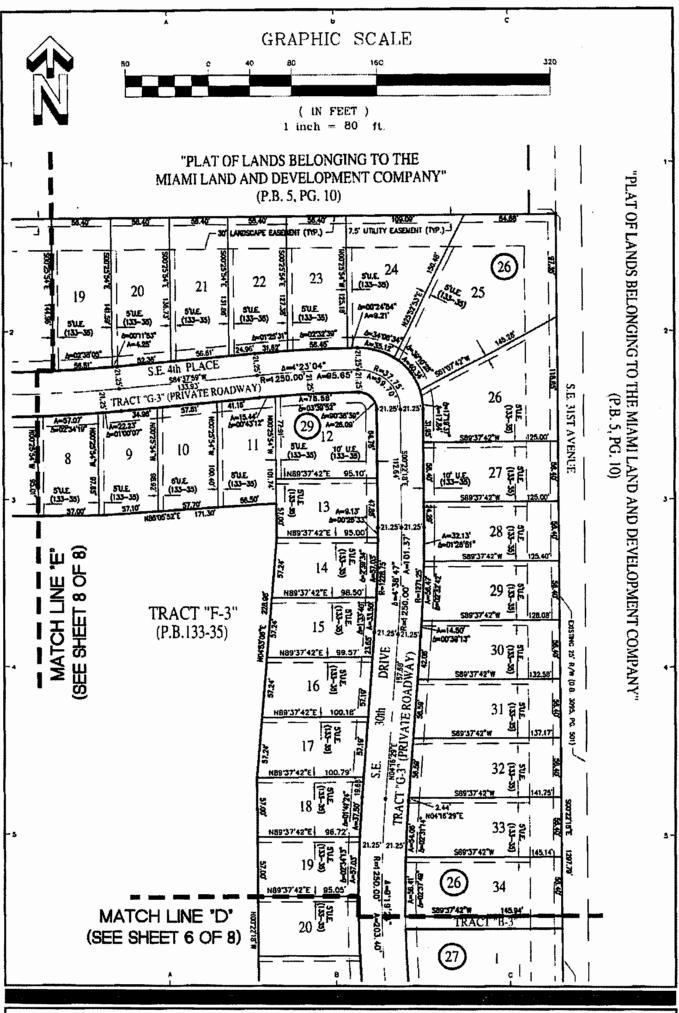
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR

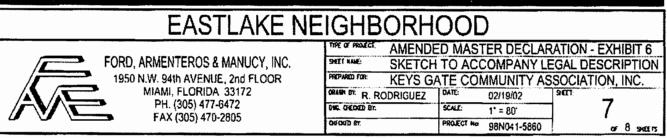
MIAMI, FLORIDA 33172 PH. (305) 477-6472

FAX (305) 470-2805

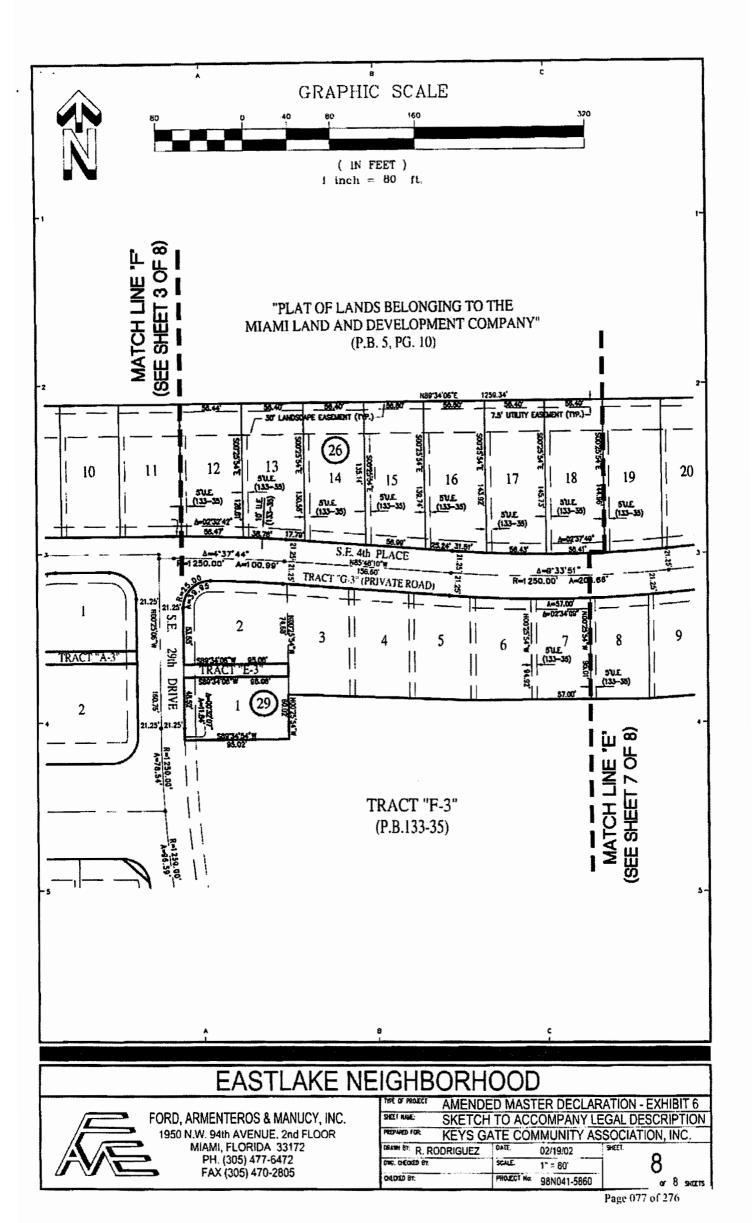








Page 076 of 276



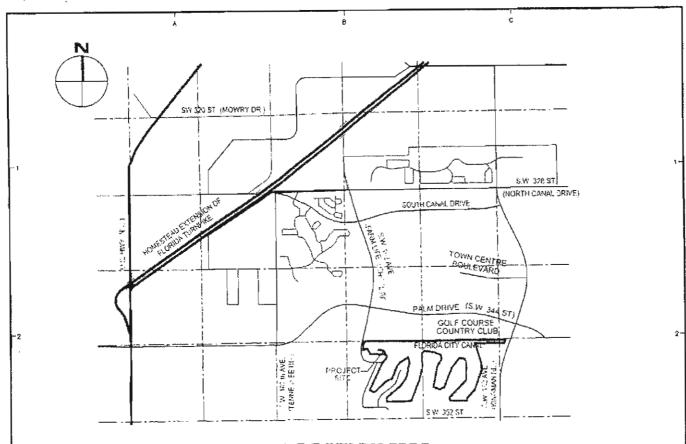
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### GOLF CLUB

LEGAL DESCRIPTION

Keys Gate Amended and Restated Declaration of Master Covenants

Page 078 of 276



# **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\*34'23"E along the East line of the Northeast One—Quarter 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.
- 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 61017—6, Florida Administrative Code.

Ford, Armenteros & Monucy, Inc.

Date: OCTOBER 23, 2002

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

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

## **GOLF CLUB**



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

DEDGED BY:		PROJECT No:	98N041-5860	or 3 sheets
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PROPARED FOR	KEYS G	ATE CO	MUNITY AS	SSOCIATION, INC.
SHEETS HAME:	LOCATI	ON MAP	& SURVEYO	R'S NOTES
TYPE OF PROJEC	AMICINU			RATION - EXHIBIT 7

Page 079 of 276

### LEGAL DESCRIPTION:

A parcel of land situated, lying and being in the City of Homestead, Miami-Dade County, Florida, being a portion of Tract 6, in Black 1, Tracts 1 through 8, inclusive, And Tracts 10 through 13, inclusive and Tracts 15 and 16 in Black 2 of Section 28. Tracts 1 through 6, inclusive, Tracts 10 through 16, inclusive in Black 1 of Section 29 in Township 57 South, Range 39 East, of the Plat TOF 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 Plat Book 5 at Poge 10 of the Public Records of Dode County, plot thereof as recarded in Florida, tagether with a partion of Polm Drive (S.W. 344th Street per Miami—Dode Caunty), the same as being more particularly described by "metes and bounds" as follows:

Commence at the Northeast Carner of said section 29; thence S00deg34min23secE along the east line of the Northeast One—Quarter of soid Section 29 for 455.26 Feet to the POINT OF BEGINNING of the hereinafter described parcel of land: thence S46deg31min37secW for 33.32 feet; thence S01deg40min18secE for 455.51 feet; thence S12deg47min37secW for 516.84 feet; thence S21deg59min05secW for 813.64 feet to a point of non—tangent intersection with the arc of a circular curve cancave to the North, with said point of non—tangent intersection bearing S09deg55min43secE from the center of said curve; thence Westerly along the orc of said curve having a radius of 998.16 feet and a central angle of 09deg23min59sec for 163.75 feet to the point of tangency; thence S89deg28min16secW for 720.84 feet; thence N00deg33min16secW for 137.55 feet to a point of intersection with a Southerly line of "AUGUSTA GREENS", according to the Plat thereof, as recorded in Plat Book 150 at Page 77 of the Public Recards of Dade County, Florida; thence Northeasterly, Northerly, Southwesterly, Southwesterly and Northwesterly along the boundary of said plat af "AUGUSTA GREENS" for the following courses; thence N19deg31min03secE for 654.01 feet; thence N12deg57min07secE for 314.57 feet; thence N19deg40min01secE for 76.98 feet; thence N12deg57min4secE for 198.13 feet; thence N18deg29min18secW for 76.60 feet; thence S56deg22min02secW for 57.25 feet; thence S19deg54min30secW for 148.99 feet; thence S56deg22min02secW for 57.25 feet; thence S70deg57min5secW for 102.94 feet; thence S70deg57min5secW for 165.23 feet; thence S50deg45min17secW for 102.94 feet; thence S70deg57min5secW for 512.94 feet; thence S70deg57min5secW for 102.94 feet; t according to the intersection with the Easterly line of "FAIRWAYS AT KEYS GATE", occording to the Plot thereof, as recorded in Plat Book 14B at Page 20 of the Public Records of Dade County, Florida; thence Northeasterly, Morthwesterly, Westerly and Northwesterly along the boundary of said plat of "FAIRWAYS AT KEYS GATE" for the following courses; thence N24deg46min23secE for 1098.98 feet; thence N39deg58min19secE for 213.75 feat to a point of curvoture of a circular curve concove to the Southwest: thence Northeasterly, Northwesterly and Westerly along the arc of said curve, having a radius of 80.00 feet and a central angle of 129deg01min43secE for 180.16 feet to the point of tangency, thence N89deg03min21secW for 422.44 feet; thence N84deg45min18secW for 90.25 feet; thence N28deg33min58secW for 236.96 feet; thence N55deg41min42secW for 156.12 feet; thence N28deg33min58secW for 198.39 feet; thence N25deg34min45secE for 78.61 feet; thence N14deg13min4secE for 41 feet; more or less, to a point of termination along said boundary of "FAIRWAYS AT KEYS GATE", with the same point of termination alos being a point of intersection with the Southerly to of bank of the Florida City Canal as constructed and interpreted with the same as more fully described in Official Records Book 8763 at Page 1275 of the Public Recards of Dade County, Florida; thence in an Easterly direction meandering said Southerly top of bank of the Florida City Canal for 5070 feet, more or less to a point of intersection with the Southerly prolongation of the Westerly Right—of—Way line of Kingman Road, the same as more fully described in Official Records Book 13410 at Page 149 of the Public Records of Dade County, Florida; thence S9deg33min53secW for 259.59 feet to a point of intersection with the East line of the Northwest One—Quarter of Said Section 28; thence S9deg36min09secW for 766.98 feet; thence S16deg30min21secW for 747.96 feet; thence S9deg34min43sec\* for 219.42 feet; thence S19deg36min21secW for 164.22 feet; thence S9deg36min25secW for 165.44 feet; thence N5d

Said "Golf Course Porcel" Contoins 123.28 Acres, more or less, by colculation.

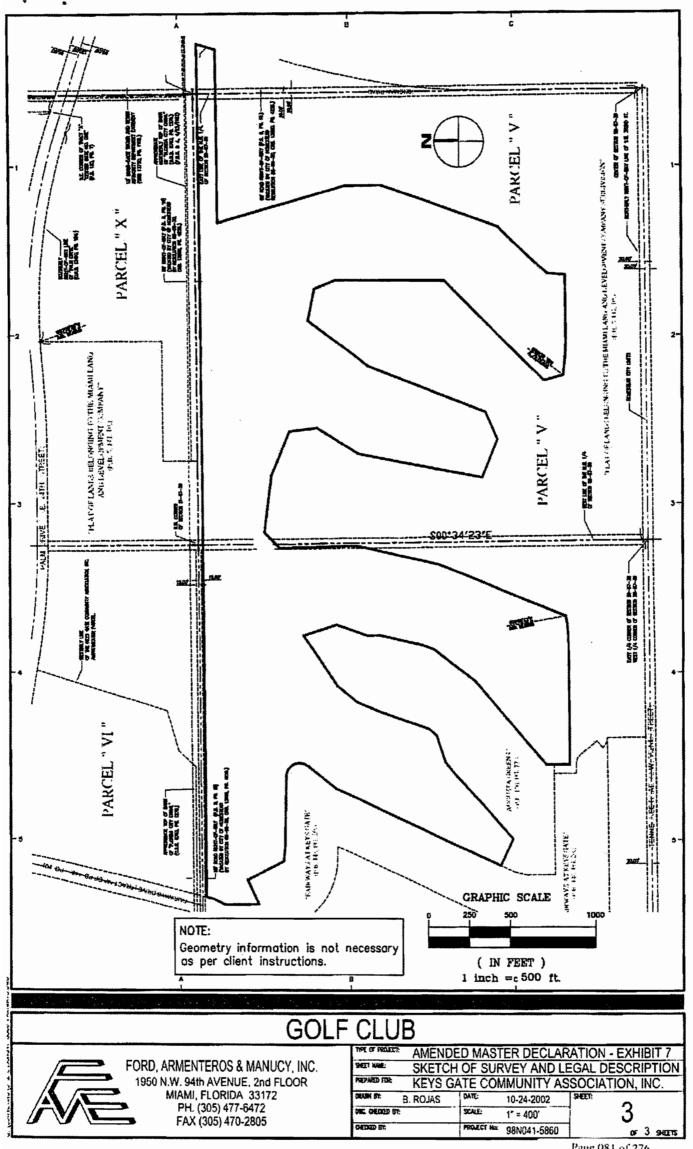
# **GOLF CLUB**



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

TIPE OF PROJECT	:	AMEND	ED MAS	TER DECLA	RATION - EXHIBIT 7
SEET NAME:		SKETC	H OF SU	RVEY AND L	EGAL DESCRIPTION
PREPARED FOR	_	KEYS G	ATE CO	MMUNITY A	SSOCIATION, INC
DRAMM 87:		ROJAS	DATE:	10-24-2002	SHIT:
DWG CHECKED BY	ř:		SCALE:	1" = 400"	2
CHECUED BT.	_		PROJECT No.	98N041-5860	or 3 owns

Page 080 of 276

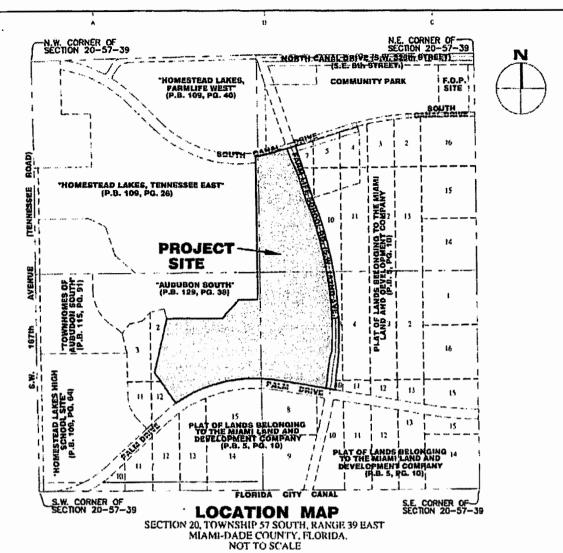


### KEYS LANDING NEIGHBORHOOD

LEGAL DESCRIPTION

Keys Gate Amended and Restated Declaration of Master Covenants

Page 082 of 276



### 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.
- 3) —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.
- 4) —North arrow direction and Bearings shown hereon are based on an 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 become.

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:

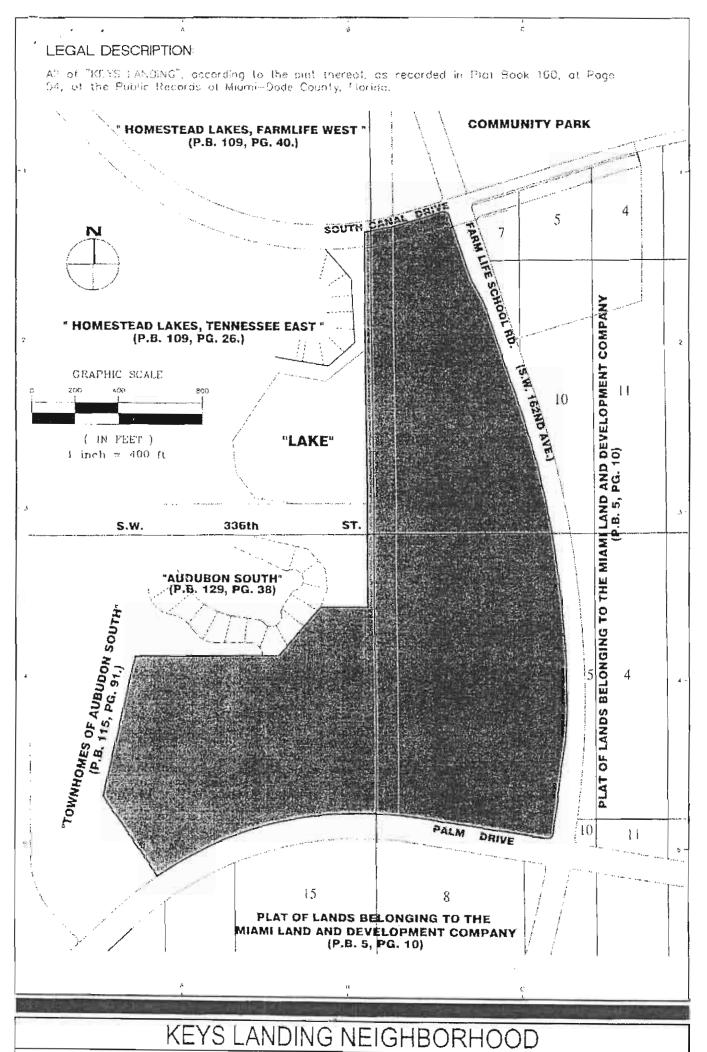
Edwin J. Fernandez, for the firm Professional Surveyor & Mapper State of Florida, LS No. 5576

# KEYS LANDING NEIGHBORHOOD



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

TYPE OF PROJECT	AMENDE	D MAST	FR DE	CLAR	ATION - E	хні	RI	T 8
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DRAWN DY	B.R.	DATE:	07/14/03		940	_		
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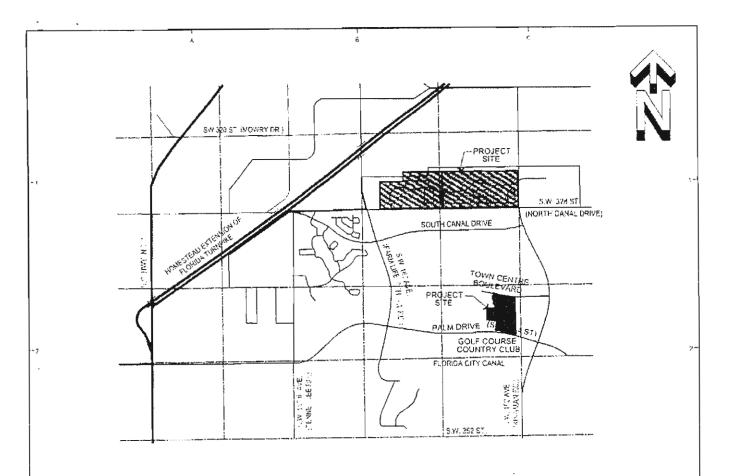
### FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

### ROYAL PALM DISTRICT

LEGAL DESCRIPTION

Keys Gate
Amended and Restated Declaration of Master Covenants

Page 085 of 276



LOCATION MAP SECTION 29, TOWNSHIP ST SOUTH, RANGE 39 FAST MIAMI-DADL COUNTY, I LORIDA (NOT TO SCALE)

### 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 sect of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is pronibited without written consent of the signing party or parties.
- 3) —There may be additional Restrictions not shown on this Sketch & Logal that may be found in the Public Robords of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments. If any offecting this property.
- 4) -North arrow direction and Bearings shown hereon are based on an assumed value \$01'02'36"W along the East Line of Section 16: 56-46 of the Public Records of Dade County Florida.
- 5) -The Sketch and Lega Description shown here'r 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 our of the preation 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:

Hereby Certify to the best of my knowledge and belief that this crawing is a true and correct si representation of the SKETCH AND LEGAL DESCRIPTION of the real property described bereon. I further certify that this sketch was prepared in accordance with the applicable provisions of

Chapter 61617 6, Florido Administrativo Code. Ford, Armenteros & Manuey, Inc.

Date: FEBRUARY 19, 2002. Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

dwin J. Fessondes, P.S.M., For the Firm Professional Surveyor and Mapper State of Florida, Registration No.5676

# ROYAL PALM DISTRICT



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

SERVICE OF COLOR BY

SERVICE O

#### LEGAL DESCRIPTION:

All of "KEYS GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 3 of the "Public Records of Miami-Dade County, Florida. Less the Tracts "U-1" and Tracts "V-1" thereof.

(SEE SHEET 3 OF 4)

### TOGETHER WITH:

All of "KEYS GATE NO. TWO", according to the plat thereof, as recorded in Plat Book 133, at Page 12 of the Public Records of Miami-Dade County, Florida. Less the Tract "F-2" thereof.

(SEE SHEET 3 OF 4)

#### TOGETHER WITH:

A parcel of land being a portion 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, Florido, being more particularly described by "metes and bounds" as follows:

BEGIN at the Southeast Corner of Said Tract "A"; thence N72deg52min39secW for 98.91 feet to a point of curvature of a circular curve to the left, concave to the Southwest, thence Northwesterly along the arc of said curve, having for its elements a radius of 3656.31 feet, through a central angle of 09deg51min38sec for an arc distance of 628.79 feet to its intersection with a non-tangent line, a radial line from said point bears S07deg15min43secW; thence N08deg53min16secE for 319.31 feet to its intersection with the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N03deg43min06secE, thence Westerly along the arc of said curve, having for its elements a radius of 185.50 feet, through a central angle of 05deg10min05sec for on arc distance of 16.73 feet to a point of tangency; thence NB1deg06min44secW for 296.24 feet to a point of curvature of a circular curve to the left, cancave to the South, thence Westerly along the arc of said curve, having for its elements a radius of 294.50 feet, through a central angle of 07deg00min36sec for an arc distance of 36.03 feet to its intersection with a non-tangent line, a radial line from said point bears S01deg52min40secW; thence N00deg31min16secW for 377.00 feet; thence N52deg40min58secE for 42.20 feet; thence N89deg28min44secE for 249.26 feet; thence N00deg31min15secW for 108.23 feet; thence N34deg47min01secW for 73.97 feet; thence N13deg17min07secE for 87.93 feet; thence N36deg52min12secW for 103.30 feet; thence N12deg45min00secE for 198.43 feet; to a point on the Southerly boundary line of Tract "D" of said "CENTER GATE NO. ONE", the three following courses being along said Sautherly line; 1) thence S70deg18min55secE far 258.25 feet to a point of curvature of a circular curve to the left, concave to the North, 2) thence Southeasterly along the arc of soid curve, having far its elements a radius of 1045.50 feet, through a central angle of 20deg06min10sec far an arc distance of 366.82 feet to a paint of tangency, 3) thence N89deg34min54secE for 151.05 feet; thence S00deg31min16secE for 1316.88 feet to the POINT OF BEGINNING. (SEE SHEET 4 OF 4)

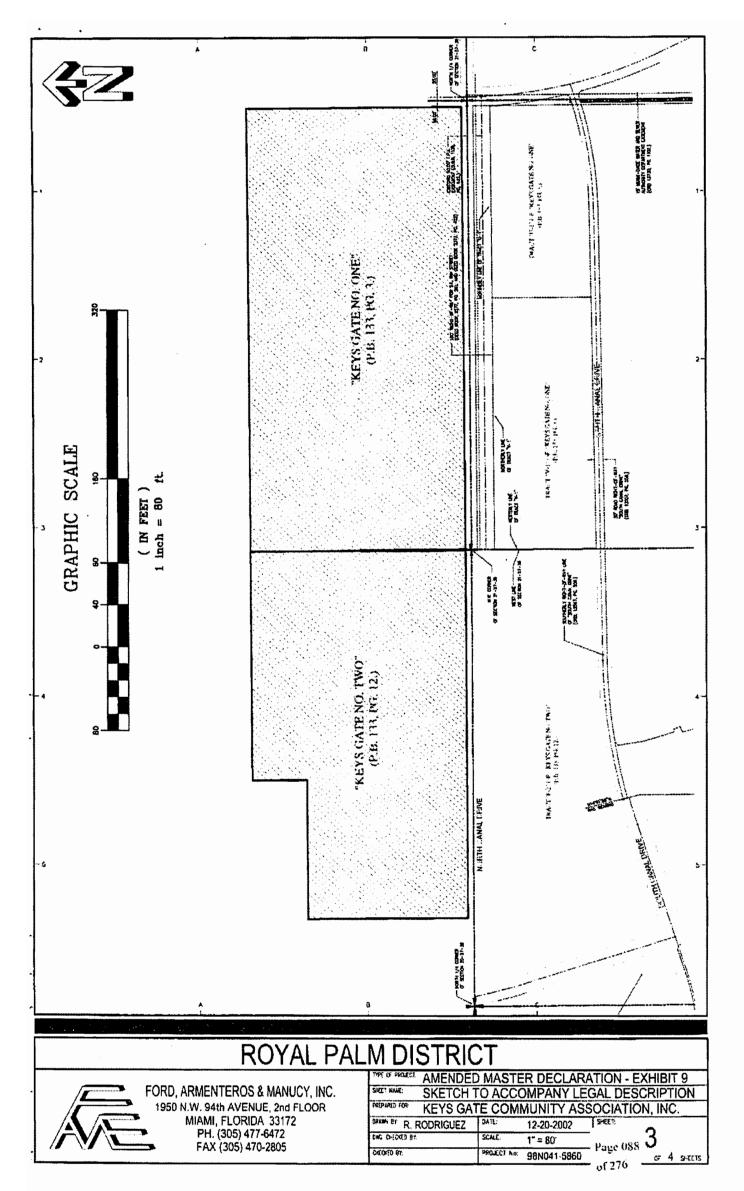
All of the above described land situated, being and lying in Miami—Dade County, Florido, and containing 160.95 Acres more ar less.

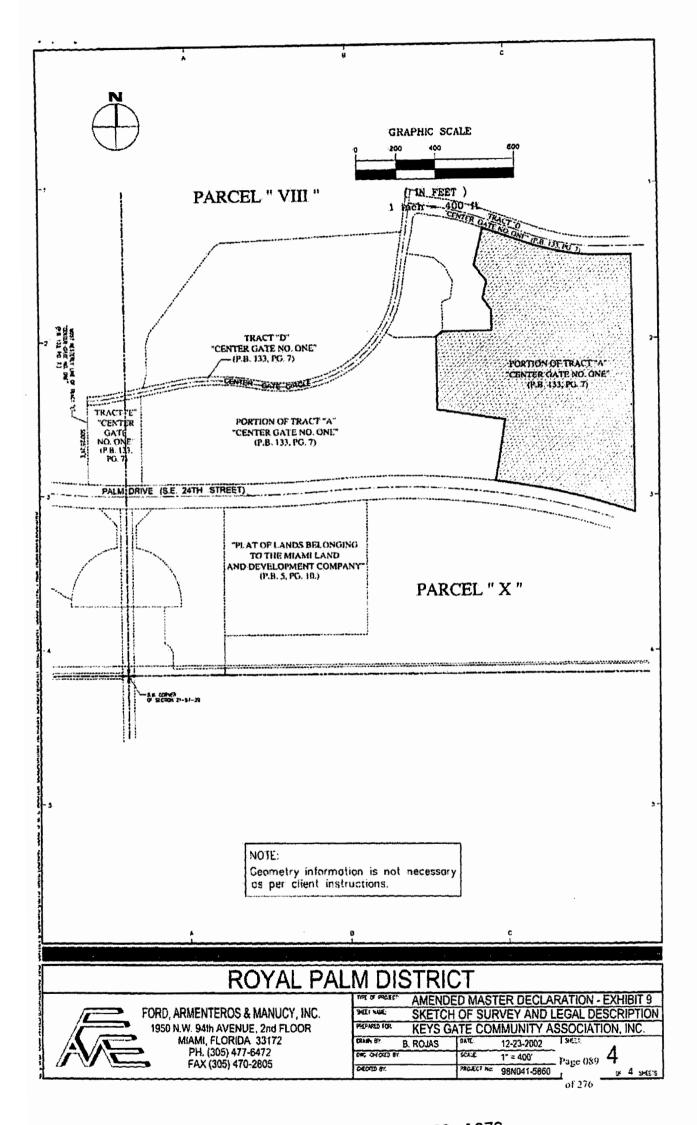
# ROYAL PALM DISTRICT



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

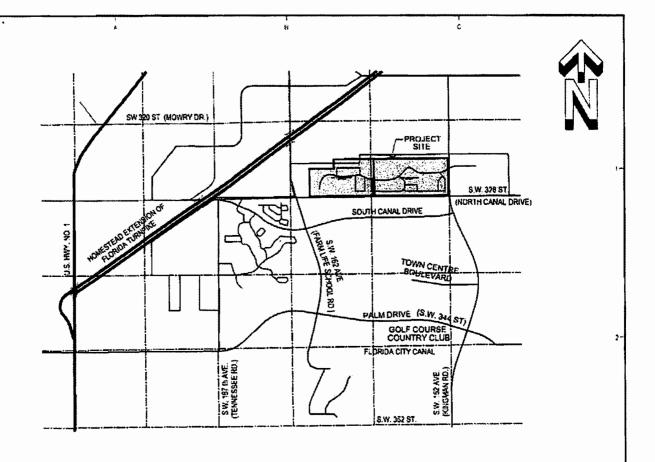
_	THE OF PROCEST AMENDED	MASTE	R DECLARA	TION - EX	KHIBIT 9
		SCRIPTI	ON TO ACC	OMPANY	SKETCH
	MUNICIPAL KEYS GAT	TE COMM	<b>JUNITY ASS</b>	OCIATIO	N, INC.
	CRAMB BY R. RODRIGUEZ	DATE	(2-20-2007	SHE	^
	ONC DECKE BY	SCALE:	N/A Page (	187 of 276	2
	DESCRIBE.	PROJECT NO.	98N041-5860		લ્ટ 4 કહાદાદ





### NORTHGATE NEIGHBORHOOD

LEGAL DESCRIPTION



**LOCATION MAP** 

SECTION 29. TOWNSHIP 57 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY, FLORIDA (NOT TO SCALE)

### SURVEYOR'S NOTES:

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) —Not voiid 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.
- 3) -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.
- 4) -North arrow direction and Bearings shown hereon are based on an assumed value \$01'02'36"Walong the East Line of Section 16-56-40 of the Public Records of 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 s-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: FEBRUARY 19, 2002. Revision: JANUARY 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

# NORTHGATE NEIGHBORHOOD



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 10

SHEET NAME LOCATION MAP AND NOTES

PREPARED SER. KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN BY. R. RODRIGUEZ

DRAW DEFORD DEV.

SCALE: N/A

PROJECT NO. 98N041-5860

CV. 3. SHEELS

### LEGAL DESCRIPTION:

All of "KEYS GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 3 of the Public Records of Miami-Dade County, Florida. Less the Tracts "U-1" and Tracts "V-1" thereof.

### TOGETHER WITH:

All of "KEYS GATE NO. TWO", according to the plat thereof, as recorded in Plat Book 133, at Page 12 of the Public Records of Miami-Dade County, Florida. Less the Tract "F-2" thereof.

Containing 5,980,931.77 Square Feet or 137.30 Acres, more or less.

### **LEGEND**

P.B. - PLAT BOOK

PC. PACE

O.R.B. OFFICIAL RECORDS BOOK

## NORTHGATE NEIGHBORHOOD

CHECKED BY



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 10

SHEET HAME. LEGAL DESCRIPTION TO ACCOMPANY SKETCH

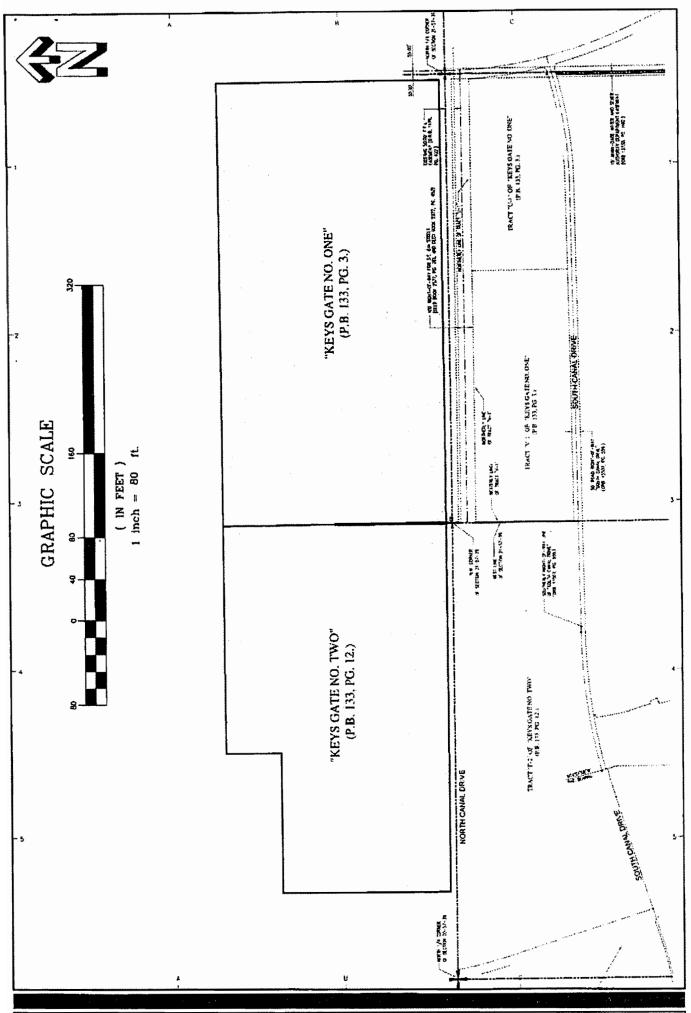
PROPAGE FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

DEANN BY R. RODRIGUEZ DATE 12-20-2002 SHEET

DIEC DECKED BY SCALE N/A

98N041-5860

Page 092 of 276



# NORTHGATE NEIGHBORHOOD

CHECKEO ET



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 10

SECTIONAL SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PROPAGED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN OF R. RODRIGUEZ

DATE: 12-20-2002

SECTIONAL SECTIONA

98N041-5860

PROJECT NO

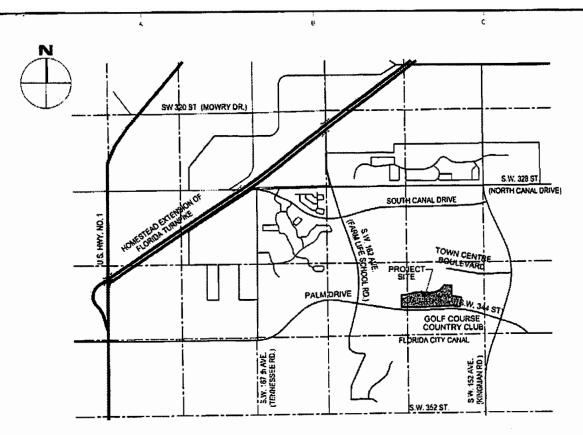
3 SHEET

# SHORES AT KEYS GATE NEIGHBORHOOD LEGAL DESCRIPTION

NOT PRESENTLY AVAILABLE: TO BE ADDED BY AMENDMENT.

# TOWNGATE NEIGHBORHOOD LEGAL DESCRIPTION

Keys Gau



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

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

### TOWNGATE NEIGHBORHOOD



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

SPECE NAME:

LOCATION MAP & SURVEYOR'S NOTES

PREPARED FOR:

KEYS GATE COMMUNITY ASSOCIATION, INC.

BRAIN BY B. ROJAS

DATE:

12-23-2002

DICTOR SPECE ST.

PROJECT NO. 980041-5860

66 3 SHEETS

Page 096 of 276

### LEGAL DESCRIPTION:

A Parcel of land situate, lying and being in Section 21, Township 57 South, Range 39 East. City of Homestead, Miarni-Dade County, Florida, being 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 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 coursely of a circular curve conserve to the south; thence 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 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 71degO2minO8sec 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". S58deg58minO5secF along the southerly boundary of said Tract "C" (as measured radially from the center of the last described over?) for (as measured radially from the center of the last described curve), for 51.34 feet; thence N89deg28min44secE along sold southerly boundary of Tract "C" for 206.82 feet; thence N52deg40min58sec£ along said southerly boundary of Troct "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-tangent intersection with the arc of a circular curve concave to the southwest, with said point of non-tangent intersection bearing NO1deg52min48secE from the center of said curve; thence southeasterly along the arc of said curve, having a radius of 294.50 feet and a central langle of 07deg00rmin30sec for 36.02 feet to the point of tangency; thence S81deg06min44secE for 296.23 feet to a point of aurvature of the arc of a circular curve concave to the northeast; thence of curvature of the arc of a circular curve concave to the northeast; 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 \$08deg53min16secW 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 Dade County, Florida) with said point of intersection being a paint 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 said 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 curveture of a circular curve, concerns to the porthwest; these a westerly 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 POIN1 OF BEGINNING.

### TOGETHER WITH:

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 Dade County, Florida.

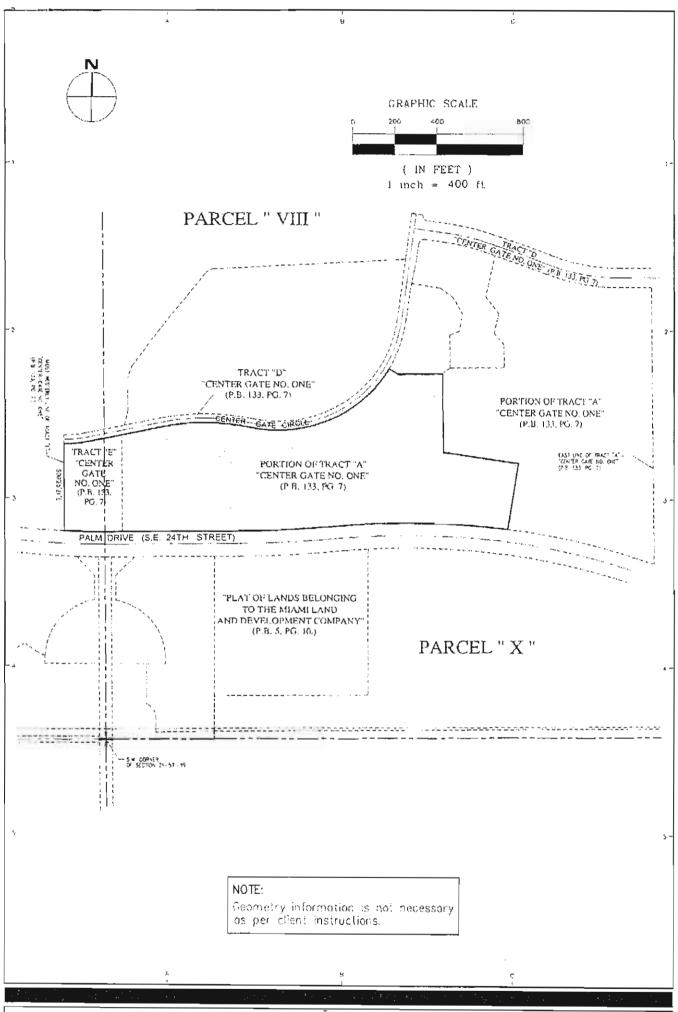
All of the above described land situated, being and lying in Miami-Dade County, Florida, and containing 24.11 Acres more or less.

# TOWNGATE NEIGHBORHOOD



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

THE OF PRICE	" AMENDE	D MASTE	R DECLAR	ATION - EXHIBIT 12
SPEEL KAME	SKETCH	OF SUR	VEY AND LE	GAL DESCRIPTION
PREPARED FOR	KEYS GA	ATE COM	MUNITY ASS	SOCIATION, INC.
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# TOWNGATE NEIGHBORHOOD

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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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PROJECT 49 98NO41-5860

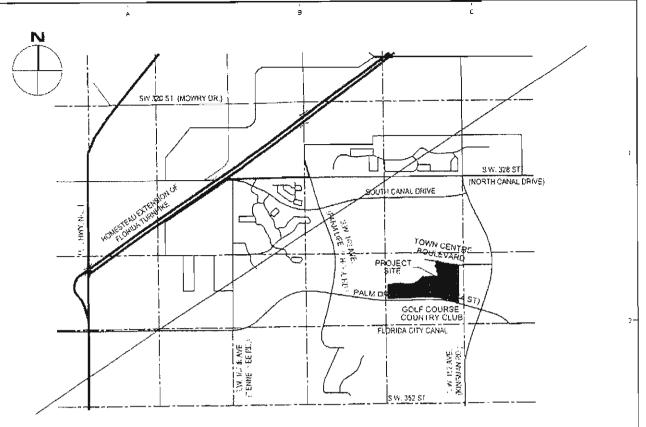
Page 098 of 276

### HIBISCUS DISTRICT

LEGAL DESCRIPTION

Amended and Restrated Declaration of Manager

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### **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 Baundary Line of OF "CENTER GATE NO. ONE" (P.B. 133, PG. 7).
- 3) —Not valid without the signoture 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 an 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 offecting 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 orising 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 reol 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

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

# HIBISCUS DISTRICT



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

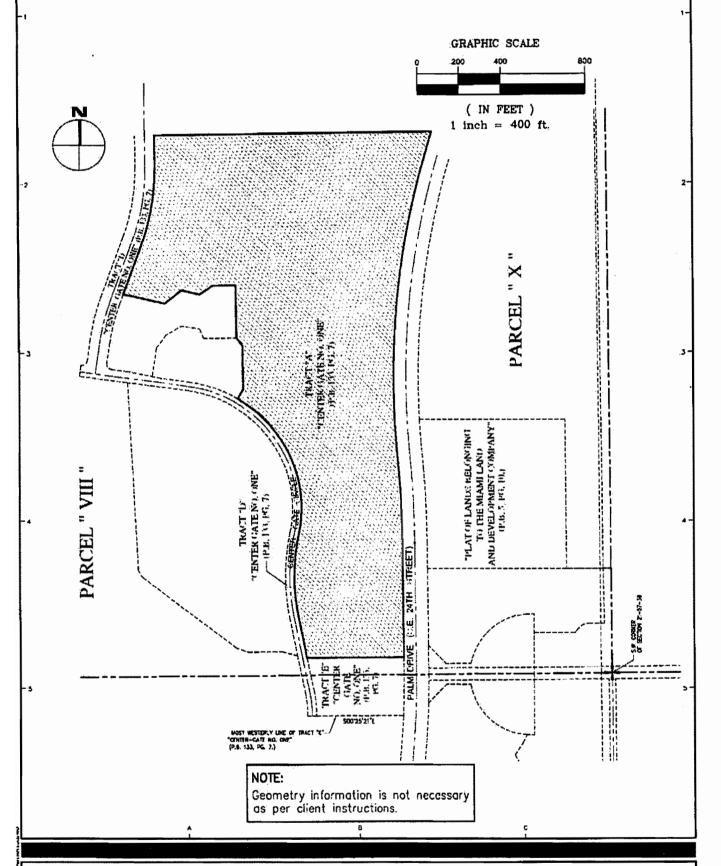
_	THE OF PROJECTS	AMENDED	MASTE	R DECLARA	TION - EXHIBIT 13	
	SHEET WARE	LOCATION	√MAP &	SURVEYOR	'S NOTES	
	KEYS GATE COMMUNITY ASSOCIATION, INC.					
	DRAWN 811.	SHEET				
	DNG CHECKED BY SCALE: AS SHOWN					
	CHOKE BY	_	PROJECT No.	9BN041-5860	or 2 pecis	

Page 100 of 276

### LEGAL DESCRIPTION:

All of Tract "A", "CENTER GATE NO. ONE", according to the plot thereof, as recorded in Plat Book 1.33, Page 7 of the Public Records of Dade County, Florida.

Containing 44.96 Acres more or less.



# HIBISCUS DISTRICT



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

_	TYPE OF PROJECT	AMENDE	D MASTE	R DECLAR	ATION - EXHIBIT 13
	SHEET HAVE:	SKETCH	OF SURV	EY AND LE	GAL DESCRIPTION
	PREPARED FOR:	KEYS GA	TE COM	MUNITY AS	SOCIATION, INC.
	DRAME BY:	B. ROJAS	DATE:	12-23-2002	SHEET:
	DAC OFFICED BY		SCALE:	1" = 400"	1 2
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### AMENDED AND RESTATED ARTICLES OF INCORPORATION

Keys Gat

# ARTICLES OF AMENDMENT TO AMENDED AND RESTATED ARTICLES OF INCORPORATION OF

# KEYS GATE COMMUNITY ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST:	Amendment adopted:	
	The Amended and Restated Articles of Community Association, Inc. filed with the December 9, 1987 are hereby replaced in Amended and Restated Articles of In Community Association, Inc., attached heret	Florida Secretary of State on their entirety by the Second acorporation of Keys Gate
SECOND:	The date of adoption of the amendment was	JUNE 16 , 2003.
THIRD:	Adoption of Amendment (CHECK ONE)	
	☐ The Amendment was adopted by the votes cast for the Amendment was suffic	
	There are no members entitled to vote on Amendment was adopted by the Boar	
	males	
	Signature of Chairman, Vice Chairman, President	dent or other officer
	Paige Latterner	
	Typed or printed name	,,
	Director and President	June / ( , 2003
	Title	Date

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# SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF KEYS GATE COMMUNITY ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

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Keys Gate Second Amended and Restated Articles of Incorporation

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Keys Gate Second Amended and Restated Articles of Incorporation

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# SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF KEYS GATE COMMUNITY ASSOCIATION, INC. (A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

- Complete Restatement. These Second Amended and Restated Articles of Incorporation of Keys Gate
  Community Association, Inc. completely replace and restate any prior versions of the Articles of Incorporation of
  Keys Gate Community Association, Inc.
- 2. Name of Corporation. The name of the corporation is Keys Gate Community Association, Inc. ("Association").
- Principal Office. The principal office of Association is 888-A Kingman Road, Homestead, Florida 33035
  or such other location as shall be designated by the Board of Directors.
- Registered Office Registered Agent. The street address of the Registered Office of the Association is 200
   Biscayne Blvd., Suite 3400, Miami, Florida 33131. The name of the Registered Agent of the Association is:

### PATRICIA KIMBALL FLETCHER, P.A.

- 5. <u>Definitions</u>. A declaration entitled Amended and Restated Declaration of Master Covenants for Keys Gate Community (the "<u>Declaration</u>") will be, or has been recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a community known as Keys Gate. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 6. <u>Purpose of Association</u>. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; and (d) promote the health, safety and welfare of the Owners.
- Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors, or officers.
- 8. <u>Powers of Association</u>. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
- 8.1. To perform all the duties and obligations of Association set forth in the Declaration, these Articles, and the By-Laws.
- 8.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Articles, and the By-Laws and the rules, regulations, covenants, restrictions and/or agreements governing or binding Association and Keys Gate.
- 8.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles, and the By-Laws.
- 8.4. To pay all Operating Costs including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of Association and establish reserves for deferred maintenance or capital expenditures.
- 8.5. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of Association except as limited by the Declaration.
- 8.6. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.
- 8.7. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Keys Gate to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines and subject only to requirements in the Declaration, if any.
- 8.8. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.
- 8.9. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, Keys Gate, Lots and Residences as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

Keys Gate
Second Amended and Restated Articles of Incorporation

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- 8.10. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.
- 8.11. To employ personnel and retain independent contractors to contract for management of Association and Keys Gate as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.
- 8.12. To contract for services to be provided to, or for the benefit of, Association, Owners, and Keys Gate as provided in the Declaration such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.
  - 8.13. To establish committees and delegate certain of its functions to those committees.
- 8.14. To hold all funds and property owned or acquired by the Association in the name of the Association for the benefit of its members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.
- 9. <u>Voting Rights.</u> Owners, Delegates (as hereinafter defined) and Declarant shall have the voting rights set forth in the By-Laws.
- 10. <u>Board of Directors</u>. The affairs of Association shall be managed by a Board of not less than three (3) members. Prior to and including the Turnover Date, the number of Directors will be three (3). After the Turnover Date, the number of Directors shall be determined by the Board from time to time. Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.
- 11. <u>Dissolution</u>. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.
- 12. <u>Duration</u>. Association shall have perpetual existence.

### 13. Amendments.

- 13.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.
- 13.2. Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.
- 13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the Members in which there is a quorum.

### 14. <u>Limitations</u>.

- 14.1. <u>Declaration is Paramount</u>. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.
- 14.2. <u>Rights of Declarant</u>. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant.
  - 14.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.
- 15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine.

Keys Gate Second Amended and Restated Articles of Incorporation

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- 16. <u>Indemnification of Officers and Directors</u>. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.
- Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

Keys Gate Second Amended and Restated Articles of Incorporation

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### ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 16 th day of JUNE . 2003.

PATRICIA KIMBALL FLETCHER, P.A.

POTRICIA KIMBALL FLETCHER, ESQ.,

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Keys Gate Second Amended and Restated Articles of Incorporation

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## EXHIBIT 15

## AMENDED AND RESTATED BY-LAWS

AMENDED AND RESTATED BY-LAWS

OF

KEYS GATE COMMUNITY ASSOCIATION, INC.

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

- 1. <u>Complete Restatement.</u> These Amended and Restated By-Laws of Keys Gate Community Association, Inc. completely replace and restate any prior versions of By-Laws of Keys Gate Community Association, Inc.
- 2. Name and Location. The name of the corporation is KEYS GATE COMMUNITY ASSOCIATION, INC. ("Association"). The principal office of the corporation shall be located at 888-A Kingman Road, Homestead, Florida 33035 or at such other location determined by the Board of Directors (the "Board") from time to time.
- 3. <u>Definitions</u>. The definitions contained in the Amended and Restated Declaration of Master Covenants for Keys Gate (the "<u>Declaration</u>") relating to the residential community known as Keys Gate, recorded, or to be recorded, in the Public Records of Miami-Dade County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:
- "Annual Members Meeting" shall have the meaning assigned to such term in Section 4.2 of these By-Laws.
  - "Articles" shall mean the Second Amended and Restated Articles of Incorporation for Association.
  - "By-Laws" shall mean these By-Laws, together with all amendments and modifications thereof.
  - "Declaration" shall mean the Declaration as modified from time to time.
- "<u>Declarant</u>" shall mean M&H Homestead, Ltd., a Florida limited partnership, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a 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.
- "<u>Delegate</u>" shall have the meaning set forth in Section 5.6.2.1 hereof. Delegates shall be the only Members entitled to vote.
  - "Member" shall mean a member of Association.
- "Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the Minutes.
- "Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.
- "Special Members Meeting" shall have the meaning assigned to such term in Section 4.3 of these By-Laws.
  - "Turnover Date" shall have the meaning set forth in the Declaration.
  - "Voting Interests" shall mean the voting rights held by the Members and Delegates.

#### 4. Members.

- 4.1 <u>Voting Interests</u>. Each Owner and Declarant shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:
- 4.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.
- 4.1.2 Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the

Keys Gate Amended and Restated By-Laws

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decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

- 4.1.3 <u>Corporations</u>. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.
- 4.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.
- 4.1.5 <u>Multiple Individuals</u>. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.
- 4.1.6 <u>Liability of Association</u>. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).
- 4.2 <u>Annual Meetings</u>. The annual meeting of the Delegates (the "<u>Annual Members Meeting</u>") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.
- 4.3 <u>Special Meetings of the Members.</u> Special meetings of the Delegates (a "<u>Special Members Meeting</u>") may be called by the President, a majority of the Board, or upon written request of Delegates entitled to cast ten percent (10%) of the Voting Interests of Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.
- 4.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Delegate entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the Delegate's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Delegates shall be responsible for notifying Members of their respective Neighborhood of any Members meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Delegates of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Delegate by the Association.
- 4.5 Quorum of Delegates. Until the Turnover Date, a quorum shall be established by Declarant's presence, in person or by proxy, at any meeting. From and after the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Delegates entitled to cast twenty percent (20%) of the Voting Interests of Members, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Delegates to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.
- 4.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Delegates present shall have power to adjourn the meeting and reschedule it on another date.
- 4.7 <u>Action of Delegates.</u> Decisions that require a vote of the Delegates must be made by a concurrence of a majority of the Voting Interests present, in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.
- 4.8 <u>Proxies.</u> At all meetings, Delegates may vote the Voting Interests of their respective Neighborhood in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended form time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

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Keys Gate Amended and Restated By-Laws

#### Board of Directors.

- 5.1 Number. The affairs of Association shall be managed by a Board consisting of not less than three (3) persons. Board members appointed by Declarant need not be Members of Association. Board members elected by Delegates must be Members of Association.
- 5.2 <u>Term of Office</u>. The election of Directors shall take place after Declarant no longer has the authority to appoint the Board and shall take place on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Declarant shall extend until the date designated by Declarant, or until the Turnover Date).
- 5.3 <u>Removal.</u> Any vacancy created by the resignation or removal of a Board member appointed by Declarant may be replaced by Declarant. Declarant may replace or remove any Board member appointed by Declarant in Declarant's sole and absolute discretion. In the event of death or resignation of a Director elected by the Delegates other than Declarant, the remaining Directors may fill such vacancy. Directors elected by Delegates may be removed with or without cause by the vote or agreement in writing of Delegates holding a majority of the Voting Interests.
- 5.4 <u>Compensation.</u> No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.
- 5.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.
  - 5.6 Appointment and Election of Directors.
- 5.6.1 <u>Prior to the Turnover Date.</u> Prior to the Turnover Date, the Board shall consist of three (3) members. Declarant shall have the unrestricted power to appoint all Directors of Association.
- 5.6.2 After the Turnover Date. From and after the Turnover Date, or such earlier date determined by Declarant in its sole and absolute discretion, the number of Directors will be determined by the Buard
- 5.6.2.1 Each Neighborhood shall be represented by an individual (the "Delegate") in all Association matters. Owners residing in unincorporated Neighborhoods shall hold a meeting no later than thirty (30) days prior to the Turnover Date for the purpose of electing one (1) Owner from their Neighborhood to serve as their Delegate. Elections of Delegates shall occur no less often than every two (2) years thereafter. Only Owners within an unincorporated Neighborhood may vote to elect their Delegate.
- 5.6.2.2 In incorporated Neighborhoods, the President of such Neighborhood's association shall serve as that Neighborhood's Delegate.
- 5.6.2.3 Each Delegate shall have one (1) vote for each Lot located within such Delegate's Neighborhood. Notwithstanding the foregoing, Double Lots shall only have one (1) vote. The Delegates shall appoint and/or elect from amongst themselves the Directors of Association on the Turnover Date and thereafter such appointment and/or election shall occur at or in conjunction with the Annual Members Meeting. Directors shall be elected for a term expiring on the date of the next annual meeting.
- 5:7 <u>Election</u>. Election to the Board shall be by secret written ballot, unless unanimously waived by all Delegates present. The Delegates receiving the largest numbers of votes shall be elected. Cumulative voting of the Voting Interests held by Delegates for purposes of electing Directors is permitted.
  - 5.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

#### Meeting of Directors.

- 6.1 <u>Regular Meetings</u>. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour and date as may be fixed, from time to time, by resolution of the Board.
- 6.2 <u>Special Meetings.</u> Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.
- 6.3 <u>Emergencies.</u> In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

Keys Gate Amended and Restated By-Laws

MIA\106859.3

- 6.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.
- 6.5 Open Meetings. Meetings of the Board shall be open to all Delegates whose participation shall be permitted with Board acknowledgement or upon advance request through an item properly placed on the Board meeting agenda.
- 6.6 <u>Voting.</u> Board Members shall east votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be east.
- 6.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance except in an event of an emergency. Alternatively, notice may be given to Delegates in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the Delegates and/or Members. For the purposes of giving notice, the area for notices to be posted shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

#### 7. Powers and Duties of the Board.

- 7.1 <u>Powers.</u> The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:
- 7.1.1 <u>General</u>. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt hudgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.
- 7.1.2 <u>Rules and Regulations</u>. Adopt, publish, promulgate and enforce rules and regulations governing the use of Keys Gate Community Association, Inc. by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.
- 7.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.
- 7.1.4 <u>Declare Vacancies.</u> Declare the office of a member of the Board to be vacant in the event such Delegate shall be absent from three (3) consecutive regular Board meetings.
- 7.1.5 <u>Hire Employees</u>. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.
- 7.1.6 Common Areas. Dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.
- 7.1.7 <u>Granting of Interest.</u> Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.
  - 7.1.8 <u>Financial Reports</u>. Prepare all financial reports required by the Florida Statutes.
- 7.2 <u>Vote</u>. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of Members.
- 7.3 <u>Limitations.</u> Until the Turnover Date, Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Declarant at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of the Association.
- 8. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:
  - Official Records. Maintain and make available all Official Records.

Keys Gate Amended and Restated By-Laws

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- 8.2 <u>Supervision.</u> Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.
- 8.3 <u>Assessments and Fines</u>. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.
- 8,4 <u>Enforcement.</u> Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

#### 9. Officers and Their Duties.

- 9.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.
- 9.2 <u>Election of Officers</u>. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.
- 9.3 Term. The officers appointed by Declarant shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.
- 9.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.
- 9.6 <u>Vacancies.</u> A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.
- 9.7 <u>Multiple Offices</u>. The office of President and Vice-President shall not be held by the same person.

  All other offices may be held by the same person.
  - 9.8 <u>Duties</u>. The duties of the officers are as follows:
- 9.8.1 <u>President.</u> The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.
- 9.8.2 <u>Vice President</u>. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.
- 9.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.
- 9.8.4 <u>Treasurer</u>. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

### 10. Committees.

- 10.1 <u>General</u>. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.
- 10.2 ACC. Declarant shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Declarant to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.
- 11. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.
- Corporate Seal. Association shall have an impression seal in circular form.

Keys Gate
Amended and Restated By-Laws

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#### 13. Amendments.

- 13.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.
- 13.2 Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Turnover Date, Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.
- 13.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes as calculated by Voting Interests held by Delegates present, in person or by proxy, at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by two-thirds (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Delegates. Any change in the number of directors shall not take effect until the next Annual Members Meeting.
- 14. <u>Conflict</u>. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.
- 15. <u>Fiscal Year</u>. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

#### Miscellaneous.

- 16.1 <u>Florida Statutes.</u> Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.
- 16.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

Keys Gate Amended and Restated By-Laws

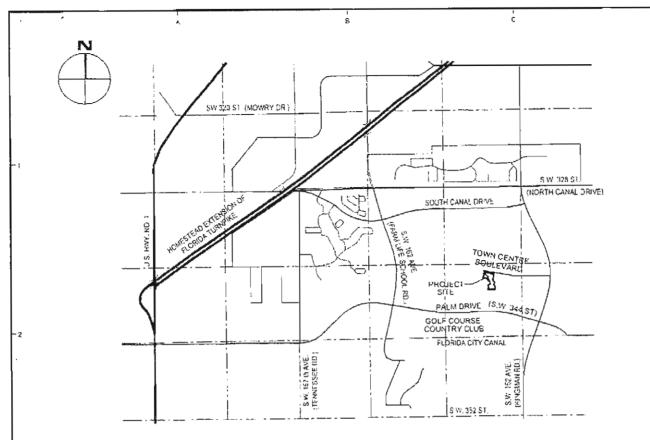
6

## EXHIBIT 16

## TOWNGATE NEIGHBORHOOD

COMMON AREAS

Keys Gat



## **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 recarded 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 ather 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 & 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 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 occardance with the applicable provisions of Chapter 61617—6, Florida Administrative Code.

Ford, Armenteros & Monucy, inc.

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

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

TOWNGATE NEIGHBORHOOD COMMON AREA - RECREATION AREA

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

THE OF HILLER AMENDED MASTER DECLARATION - EXHIBIT 16

SECTION MAP & SURVEYOR'S NOTES

PROPRED FOR.

KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAIM BY

B. ROJAS

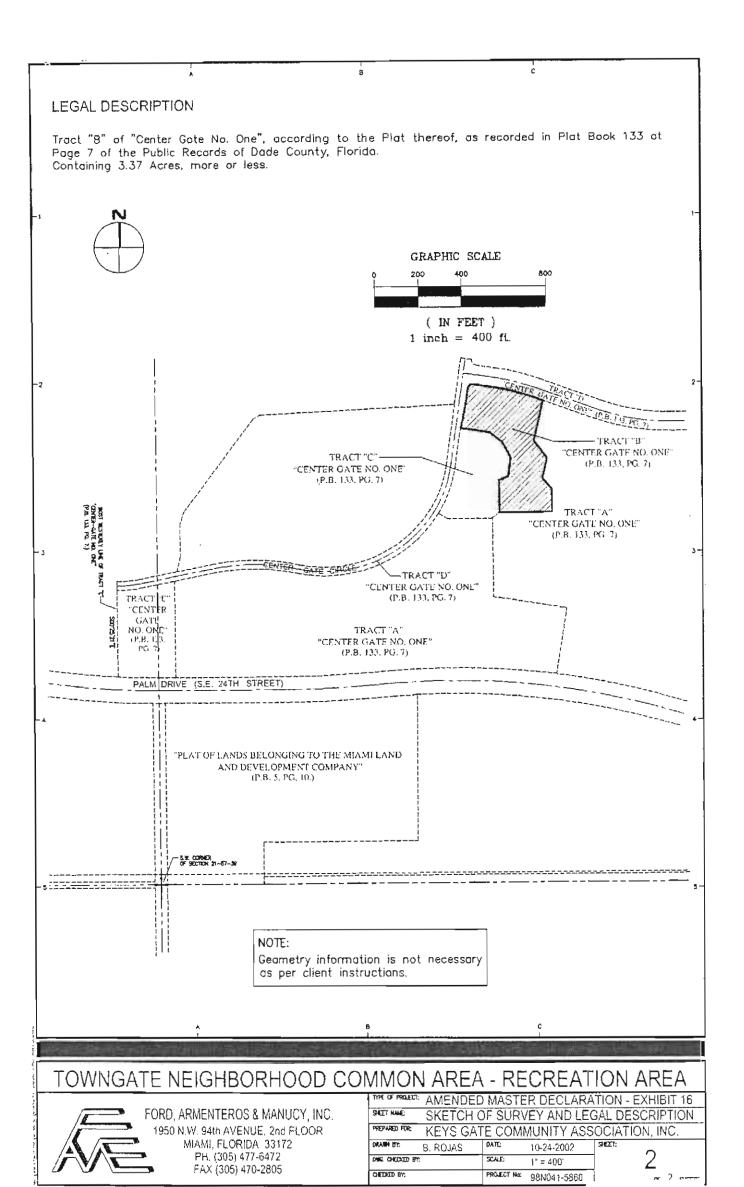
DATE: 10-24-2002

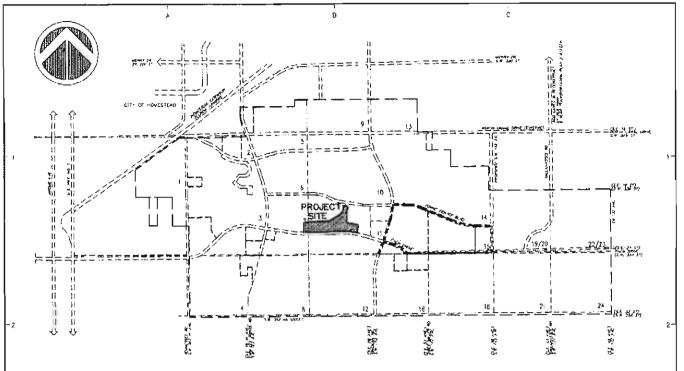
SHEET:

DIG OF ORD BY

PROJECT No.: 98N041-5860

OF 2 SHEETS





LOCATION MAP (NOT TO SCALE)

### LEGEND:

RoofIncldEnhonceTract.dng

COMPANES/Engineering & Surveying/Survey/Stetch & Logal/SHISH-1001

8

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 NG0'25'21"Williams the West Line of Tract "A" of "CENTER GATE NO. ONE", Plot Book 133, Page 7 of the Public Records of Miomi-Dade Caunty, 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 raports 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 hereia 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 herean. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61G17—6. Florida Administrative Code.

Code.

Ford, Armenteros & Manuey, Inc LB# 6557.

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

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

# TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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 LOCATION MAP, LEGEND AND NOTES PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC BRAWI ST. 10/25/02 J.M. SCA.E. OWC. CHECKED BY AS SHOWN PROJECT NO: 98N041-5860 OMETICALD BY. CF 5 SHEETS

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### 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 Palm Drive (S.E. 24th Street), os dedicated and recorded in Official Records Book 13410, Page 154 through157, Dade County, Florida; 1) thence N89deg34min39secF. for 541.73 feet to a point of curvature with a circular curva to the left, concave to the north; 2) thence easterly along the arc of said curve, having for its plements a radius of 4,393.79 feet, through control 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 feet; thence N02deg32min55secW for 73.36 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue NO2aeg32min55secW for 76.92 feet; thence N40deg58min44secE for 2.37 feet; thence N05deg29min38secW for 29.54 feet a circular curve to the left, concave to the south, where the radial point bears S01deg16min33secW; 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 ard distance of 3.84 feet to a point of compound aurvature 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 388.00 feet, through a central angle of 19deg22min13sec for an arc 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 sale curve, having for its elements a radius of 262.00 feet, through a central angle of 25cep30min28sec for an arc distance of 114,35 feet; thence \$89deg34min39secW 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 said curve, hoving for its elements a radius of 10.00 feat, through central angle of 90dag00min00sec for or arc distance of 15.71 feet; thence NOOdeg25min21sedW for 44.00 feet to a point on a circular curve to the left, concave to the northeast, where the radial point bears N89deg34min38secC; thence southeasterly along the arc of said curve, naving for its elements a radius of 10.00 fact, through a central angle of 89deg59min58sec for an arc distance of 15.71 feet; thence N89deg34min39sccE for 44S.62 feet to a point of curvature with a circular curve to the left, concave to the north; thence easterly along the orc of sold curve, having for its elements a radius of 238.00 feet, through central angle of 25deg00min28sec for an ordidistance of 103.88 feet to a point of reverse curvature with a circular curve to the right, cancave to the south; thence easterly along the arc of said curve, having for its elements a radius 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 fine; thence N06deg32min39secW for 10.00 feet to a point on a circular curve to the left, concave to the northwest, where the radial point bears N06deg32min39secW; thence portneasterly along the ara of said curve, having for its elements a radius of 20.00 feet, through a central angle of 15deg13min37sec for an arc distance of 40.22 feel; thence N31deg46min16secW for 96.32 feet to a point of curvature with a circular curve to the left, cancave to the southwest; thence northwesterly orang the arc of sold curve, having for its elements a radius of 90.00 feet, through central angle of 21deg13min49sec 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 morthwesterly along the arc of said curve, having for its elements a radius of 75.00 feet, through a central origle of 36deg25min07sec for an arc distance of 47.69 feet to a paint of compound curvature with a circular curve to the right, concave to the east; thence northerly along the arc of said 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 pears N09deg39min03secW; thence easterly along the arc of said curve, having for its elements a radius of 606.39 feet, through a central angle of 06deg44min21sec for an are distance of 71.32 feet; thence 515deg31min22secE for 51.90 feet to a point of curvature with a circular curve to the laft, concave to the northeast:

# TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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

Ì	AMENDED MASTER DECLARATION - EXHIBIT 16						
	LEGAL DESCRIPTION						
	KANDABIB KKA	KEYS GA	TE COM	MUNITY ASS	SOCIATION	I, INC.	
	DRAMM BY:	J.M.	SAT.	10/25/02	SIEL		
	JM: CHECKED SX		SCALE	AS SHOWN		2	
	DH-OXID BY		PROJECT HIS	98N041-5860	]	ог 5 энстъ	

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 with a circular curve to the result of the said tangency of 249.00 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, 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; 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 29deg29min35sec for an arc distance of 82.36 feet to a point of compound curvature with 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 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 said 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 S89deg28min44secW for 79.03 feet to a point of curvature with a circular curve to the left representation of the security thence wenterly given the left representation of the security thence wenterly given the arc of said curve, having the security thence wenterly given the arc of said curve, having the security thence wenterly given the arc of said curve, having the security thence wenterly given the arc of said curve, having the security thence wenterly given the arc of said curve. to the left, concave to the south; thence westerly along the arc of said 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 S58deg13min44secW 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 distance of 124.52 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 184.00 feet, through a central angle of 29deg29min35sec for an arc distance of 94.71 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 30.00 feet, through a central angle of 21deg30min14sec for an arc distance of 11.26 feet; thence S01deg13min05secE for 100.07 feet; thence S88deg46min55secW for 101.80 feet to the POINT OF BEGINNING.

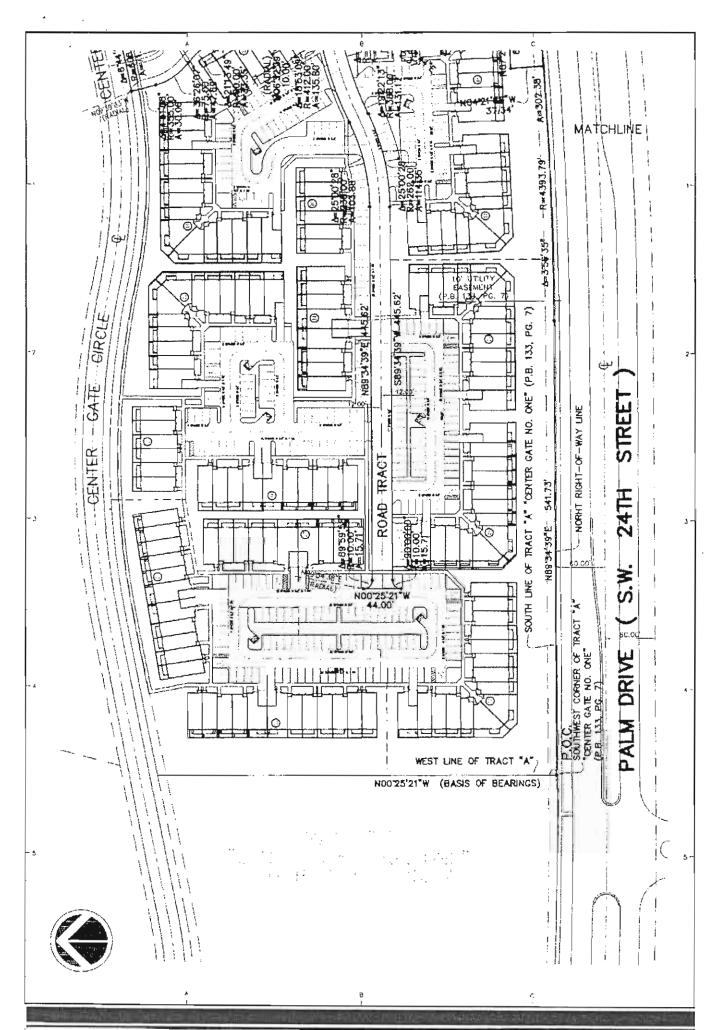
Ali of the above described parcel of land situated, being and lying in the City of Homestead, Micmi-Dade County, Florida and containing 56,722.70 Square Feet or 1.30 Acres, more or less.

## TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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	AMENDEL	MASTE	R DECLARA	ATION - EXHIBIT 16
SHEET NAME:	LEGAL DE	SCRIPT	ION	
PREPARED FOR	KEYS GAT	E COM	MUNITY ASS	SOCIATION, INC.
DRAM BY:	J.M.	DATE:	10/25/02	SECCI.
BAR CHECKED BY		SCALE:	AS SHOWN	1 3
CHECKED BY.		PROJECT Ivo:	98N041-5860	or 5 sates

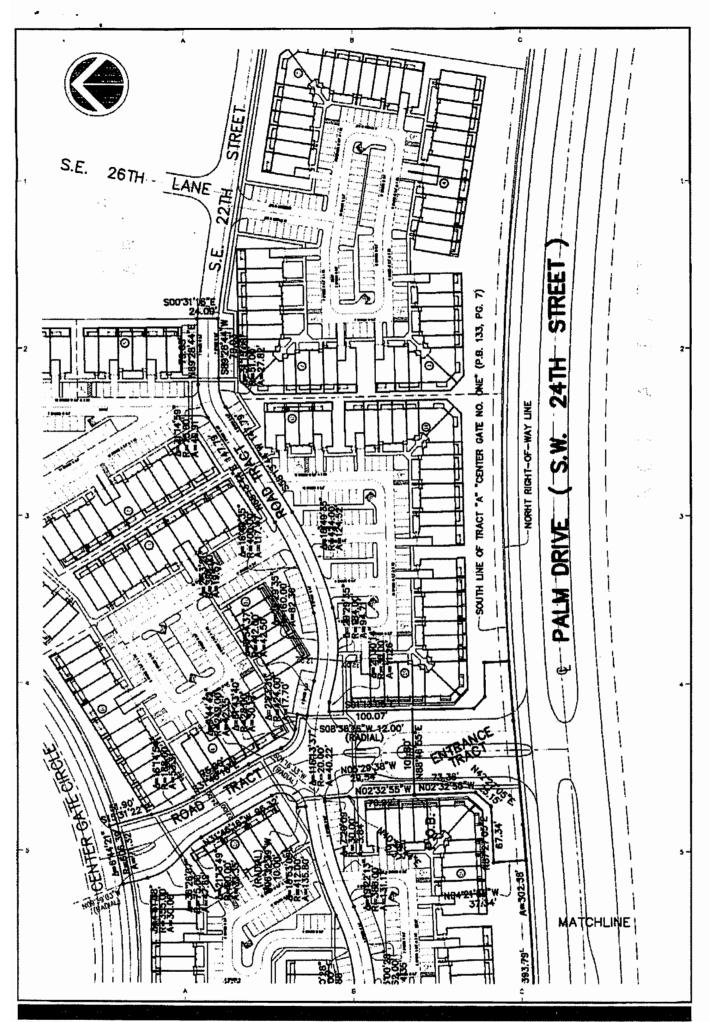


# TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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

TYPE OF PROJECT	AMENDE	) MASTE	ER DECLARA	ATION - EXHIBIT 16		
SHEET HAME	SKETCH					
PREPARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.					
DRAM SY.	J.M.	DATE;	10/25/02	S-CET:		
DWC CHECKED BY	,	SCALE:	1"=100"	1 4		
CHECKED BI-		PROJECT NO:	98N041-5860	ar 5 s-101s		



# TOWNGATE NEIGHBORHOOD COMMON AREAS - ROAD TRACT



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	AMENDE	MASTE	R DECLARA	TION - EXHIBIT 16
	SEL! HAVE:	SKETCH			
	PREPARED FOR:	KEYS GA	TE COM	MUNITY ASS	OCIATION, INC.
	SHAMM BY:	J.M.	DATE:	10/25/02	SHEET:
	DING CHECKED BY.		SCALE:	1"=100"	5
	CHECKED BY.		PROJECT No:	98N041-5860	or 5 wrets
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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 NOOdeg25min21secE along the West line 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.
- 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 porties 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.

l further certify that this sketch was prepared in occardance 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

Revision 3:

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. ONE



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 SHITT KAME: SURVEYOR'S NOTES AND LOCATION MAP PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC DRAWN BY: Cheril SHEET 11/06/02 DEC CHETXED FO SCN E M/A PROJECT No. 98N041-5860 04ED(ED) 814. Page 128 of 276 SEETS

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MASTER DECLARATION

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SURIEY/SKETOR

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

COMMENCE of the Southwest Carner of said Tract "A"; thence the following four (4) courses being olong 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 06deg07min07sec, for an arc distance of 390.16 feet to the POINT OF BEGINNING of the hereinofter described Parcel of land; thence N01deg14min16secW for 167.69 feet; thence NBBdeg46min55secE for 88.35 feet; thence N01deg13min05secW for 46.08 feet to a point hereinafter referred to as Reference Point "A"; thence N88deg46min55secE for 89.46 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 said curve, having for its elements a radius of 185.50 feet, through a central angle of 05deg10min15sec for an orc distance of 16.74 feet to a point of tangency; thence S08deg53min16secW for 209.43 feet; thence N81deg06min44secW for 93.33 feet; thence S08deg53min16secW for 18.00 feet; thence N81deg06min44secW for 124.27 feet; thence S08deg53min16secW for 62.54 feet; thence S03deg42min17secW, radial to the following described curve for 52.7 feet to a point on the arc of a circular curve, concave to the South; thence Westerly along soid curve being coincident with the South Line of said Tract "A", af soid Plat of "CENTER GATE NO.ONE" and the said North Right-of-way Line o

LESS:

COMMENCE at Reference Paint "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 N88deg46min55secW for 59.50 feet to the POINT OF BEGINNING.

LESS:

COMMENCE at Reference Point "A"; thence N88deg46min55secE for 89.46 feet; thence S81deg06min44secE for 34.04 feet; thence S08deg53min16secW for 42.34 feet to the POINT OF BEGINNING of the hereinafter described purcel of land; thence S81deg06min44secE 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.

TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



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

SHOT HAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PROJECT FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

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Page 129 of 276

CONDIDINATION NO ONE

**TOWNSA**TE

MASTER DECLARATION EXPERTS/TOWNGATE/98H041-5860

AND LECAL \99x041

O. V. VSURYET/SKETCH

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, 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 Easterly along said 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 155.86 feet; thence N88deg45min44secE for 5.00 feet to the POINT OF BEGINING of the hereinafter 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 61.33 feet; thence S88deg45min44secE for 81.70 feet; thence N46deg14min02secW for 23.94 feet; thence N01deg14min16secW for 94.87 feet to the POINT OF BEGINNING.

LESS (BUILDING No. 3)

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, 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 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 S00deg31min16secW for 46.00 feet; thence N89deg28min44secE for 71.33 feet; thence S00deg31min16secE for 24.53 feet to a point on the arc of a circular curve, concave to the South, a radial line to said point bears N01deg52min46secE; 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 S81deg06min44secE for 140.32 feet; thence S08deg53min16secW for 25.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S81deg06min44secE for 162.20 feet; thence N81deg06min44secW for 61.33 feet; thence N08deg53min16secE 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 48,614.74 Square Feet or 1.12 Acres more or less.

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



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

AMENI	JED MASTI	EK DECLAKA	ATION - EXHIBIT 16	
SHET WARE LEGAL	DESCRIP"	TION TO ACC	COMPANY SKETCH	
PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.				
DRAINE BY: Cherif	DATE	11/06/02	SHEET:	
DARCY CHECKED BJ.	SCALE	N/A	3	
CHETYETS ROS	DOOLECT No	004044 5000		

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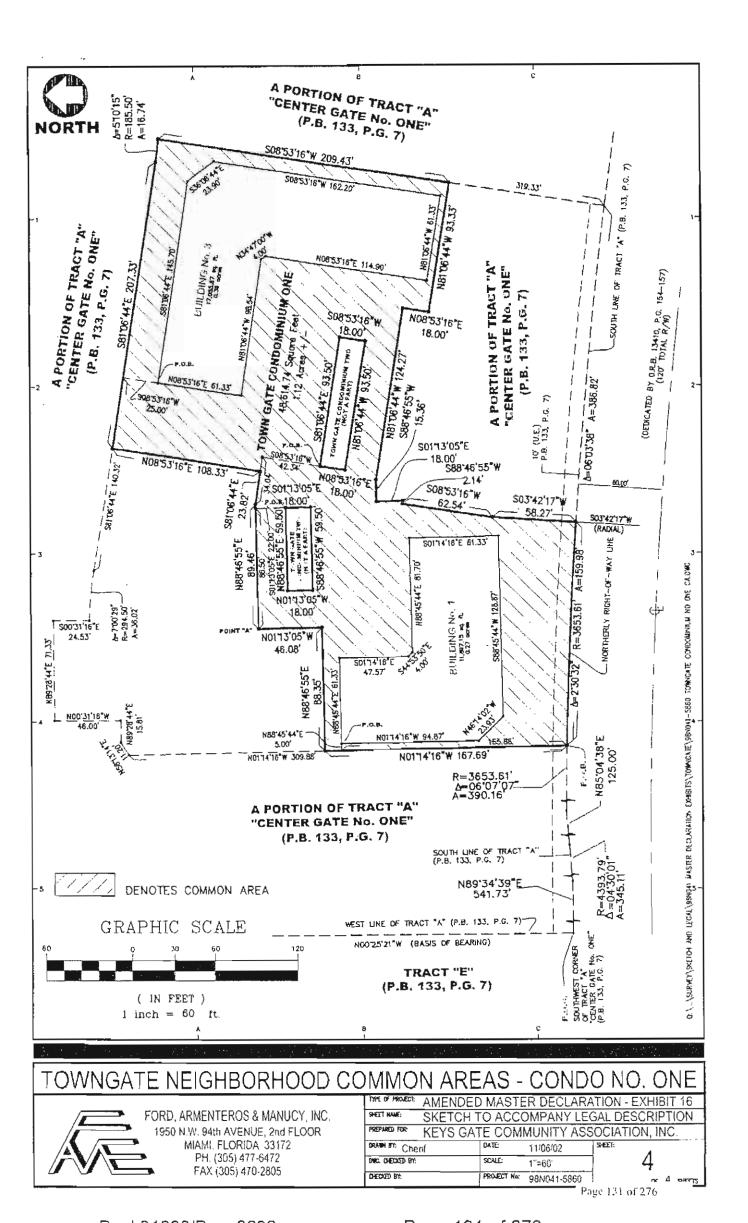
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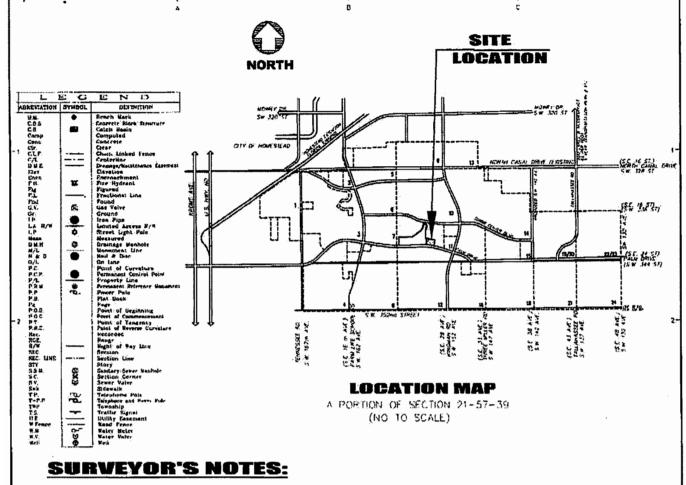
EXHBITS/TOWNCATE\984041-5850

DECLARATION

MASTER

SARVEY\SKETCH AND LEGAL\98H041





- 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 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 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: 11-06-2002 Revision 1: 01-10-03

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. TWO



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

SHITT MARKT: SURVEYOR'S NOTES AND LOCATION MAP

PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN BY. Cherif DATE: 11/06/02

DWG CHOOLD: SCALE: N/A

CHECKED BY PROJECT NS 98N041-5860

OF 4 SMEETS

Page 132 of 276

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CONDOMENTA

AND LEGAL/98XION MASTER DECLARATION EXHBITS/TOWNCATE/98XION-588D

SURVEY SETON

A partion 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 Plat of "CENTER GATE NO. ONE", and along the North Rightof-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 N85degO4min38secE 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 06deg07min07sec, for an arc distance of 390.16 feet to the POINT OF BEGINNING of the hereinafter described Parcel of land; thence NO1deg14min16secW 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 S00deg31min16secE for 0.53 feet to a point on the arc of a circular curve, a radial line to said point bears NO1deg52min46secE: thence Southeasterly along sold 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 \$81dag06min44secE for 296.23 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 05dea10min15sec, for an arc distance of 16.74 feet; thence S08dea53min16secW for 319.33 feet ( 319.31 feet by legal provided) to a point on the arc of a circular curve, a radial line to soid point bears NO/deg15min43secE; thence Westerly along said curve being coincident with the South Line of said Tract "A", of said Plat of "CENTER GATE NO.ONE" and the said North Right—of—way Line of PALM DRIVE (SE. 24th Street), concave to the Southwest, having for its elements a radius of 3653.61 feet, a central angle of 06deg03min58sec for an arc distance of 386.82 feet to the POINT OF BEGINNING.

#### 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. ONE", and along the North Right-of-way Line of PALM DRIVE (St. 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, 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 167.69 feet; thence N88deg46min55secE for 88.35 feet; thence N01deg13min05secW for 46.08 feet to a point hereinafter reterred to as Reference Point "A"; thence N88deg46min55secE for 89.46 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 said curve, having for its elements a radius of 185.50 feet, through a central angle of 05deg10min15sec for arc distance of 16.74 feet to a point of tangency, thence S08deg53min16secW for 209.43 feet; thence N81deg06min44secW for 93.33 feet; thence S08deg53min16secW for 209.43 feet; thence N81deg06min44secW for 124.27 feet; thence S08deg53min16secW for 26.54 feet; thence S03deg42min17secW, radial to the following described curve for 58.27 feet to a point on the arc of a circular curve, concave to the South; thence Westerly along said curve for 58.27 feet to a point on the arc of a circular curve, concave to the South; thence Westerly along said curve for 58.27 feet to n

# TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 | IPP OF ABOUST | AMENDED MASTER DECLARATION - EXHIBIT 16 | SPEET NAME | LEGAL DESCRIPTION TO ACCOMPANY SKETCH | REPAIRS FOR Cherif | DATE | 11/06/02 | SPEET | DATE | N/A | 2 | |

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Page 133 of 276

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CONDOMINION

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EXMENTS!

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NSWEY SKETCH

#### TOGETHER WITH AND INCLUDING PARKING AREA;

COMMENCE at Reference Point "A"; thence N88urg4fimin5bsect for 86.50 feet, thence S01deg13min05sect for 22.00 feet to the Point OF BEGINKING at the hyrematter described parcel; thence continue S01deg13min05sect for 18.00 feet; thence S88deg4fimin55sect for 59.50 feet; thence N88deg4fimin55sect for 59.50 feet to the POINT OF BEGINNING.

#### AND TOGETHER WITH AND INCLUDING PARKING AREA:

COMMENCE at Reference Point "A"; Thence N88deq48min55secF for 89.46 feet; thence S81deg06min44secE for 34.04 feet; thence S08deg53min45secW for 42.34 feet to the POINT OF BEGINNING of the hereinofter described parcel of land, thence S81deg06min44secF 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 vertion 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 tine of sold Tract "A", of sold 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 194 through 197, Dade County, Florida, 1) thence N89deg34min39secE for 541.73 feet to a point of curvature of a proular curve to the left, 2.) thence Fasterly along sold curve, concave to the North, having for its elements a radius of 4.593.79 feet, a central angle of 04deg30min01sec, for an arc distance of 3.45.11 feet; 3.) thence N89deg04min38secE for 125.00 feet to a point of servature of a circular curve to the right; 4.) thence Easterly along sold curve, concave to the South, naving 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 167.69 feet; thence N88deg45min44secE for 5.00 feet to the POINT OF BEGINING of the Preceival feet described pancel of land; thence N01deg14min16secW for 128.87 feet; thence S01deg14min16secE for 13.94 feet, thence S88deg45min44secW for 118.46 feet; thence S01deg14min16secE for 68.08 feet; thence S88deg45min44secW for 61.33 feet; to the POINT OF BEGINING.

### 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 as the Southwest Corner of soid frost "A": thence the following four (4) courses being clong the South Line of soils Tract "A", of soid Prot of "CENTER CATE NO. ONE", one along the North Right of—way Line of PALM DRIVE (SE. 24th Street), as dedicated and recorded in Official Records Book 3410, Page 15th through 157. Dade County, Flands, 1.) thence NSSdeg34min39secE for 541.73 feet to a point of curvature of a circular curve to the left, 2.) thence Proterly stong said curve, compare to the North, traving for the elements a radius of 4393.79 feet, a central angle of 04deg30min01sec, for an arc distance of 345.11 leat; 3.) thence NS5deg04min38secE for 125.00 feet to point of curvature of a circular curve to the right, 4.) thence Insterly clong said curve, concave to the South, raving for its elements a radius of 3653.61 feet, a central angle of 12deg14min05sec, for an arc distance of 775.98 feet; thence NS6deg03min16secE for 44.57 feet, thance NS1deg06min44\*\*\*coll for 10:00 feet to the POINT OF RECONNING of the hereinafter described bardet; thence continue N81deg06min44\*\*secE for 221.67 feet; thence NO8deg53min16secE for 51.53 feet; thence SS8deg53min16secE for 51.53 feet to the POINT OF RECONNING.

All all the above described Paralel of land shaded, being and lying in the City of Homestood, Microil Dade County, Fuzzica and containing 25,772.60 Square Feet or 0.31 Acres more or ress.

# TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



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

SALET NAME. LEGAL DESCRIPTION TO ACCOMPANY SKETCH

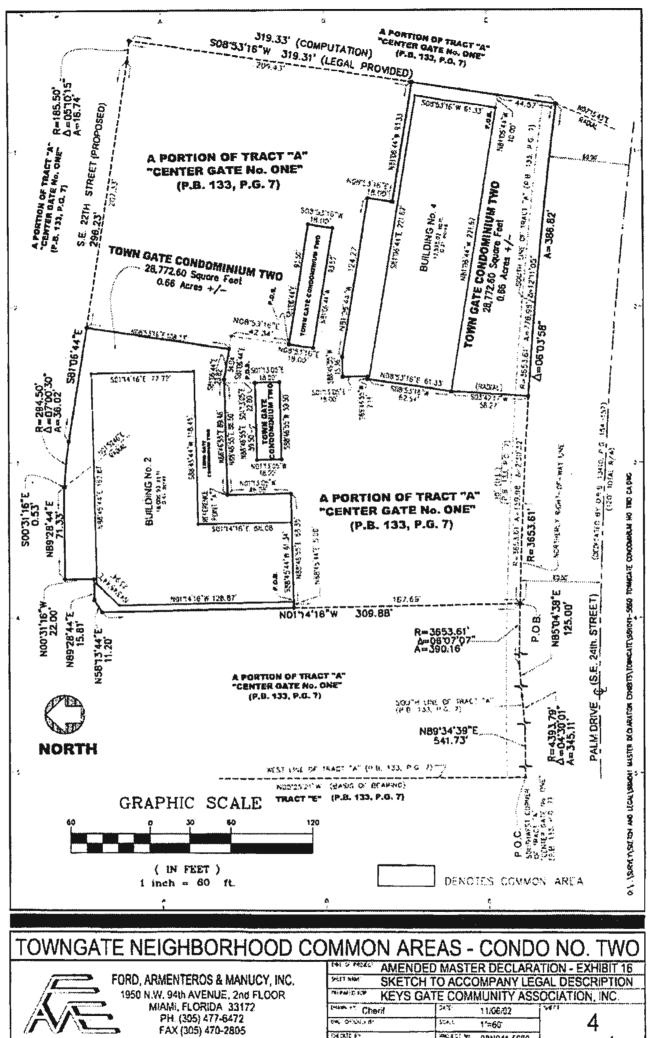
RESPONSIBLE COMMUNITY ASSOCIATION, INC.

DATE: 11/06/02 SHEET

6:4 MODEL STALL N/A
6:40(HD4K) 98N041-5860

or 4 system

Page 134 of 276



## 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 along the West line of Troct "A", of "CENTER GATE No ONE", according to the Plat thereof as recorded in Plat Back 133, at Page 7, of the Public Records of Dade County, Florida.
- 3) Not valid without the signoture 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 prahibited without written consent of the signing porty 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 & Manuey, Inc. L.B. 6557

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

Revision 3:

3

Edwin J. Fernandez, P.S.M. For the Firm Professional Surveyor and Mapper

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CONDOMENTAL MARK

OWNER 3

DECLARATION DAMENTS, TOMASATE (SPECIAL SBSC

MASTEP.

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CARRY (SACTUR

State of Florida, LS. No. 5676

## TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THREE



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

SET NAME SURVEYOR'S NOTES AND LOCATION MAP

PROJECT NAME ST. Cherif DATE 11/106/02 SEETS

ON DECLARATION - EXHIBIT 16

SOUL NIA SEETS

ON DECLARATION - EXHIBIT 16

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ON DECLARATION - SEETS

ON DECLARATI

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, 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 Sauth, 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 22.00 feet to a point hereinafter refer to as 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 hereinafter 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 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 to a point of support of tangency; thence S58deg13min44secW for 69.46 feet; thence N31deg46min16secW for 249.67 feet; thence N58deg13min44secE for 56.33 feet; thence N43deg50min21secE for 108.78 feet to a point on the North line of said Tract "A"; thence N52deg40min58secE for 5.60 feet; t

### TOGETHER WITH;

COMMENCE at Reference Point "A"; thence N89deg28min44secE for 7.70 feet; thence S00deg31min16secE for 24.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue S00deg31min16secE for 22.00 feet; thence S89deg28min44sec for 15.81 feet; thence S58deg13min44secW for 49.24 feet; thene N31deg46min16secW for 22.00 feet; thence N58deg13min44secE 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 N89deg28min44secE for 7.70 feet to the POINT OF BEGINNING.

### LESS:

COMMENCE at Reference Point "B"; 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.

## TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THREE

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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 THE OF PROJECT: AMENDED MASTER DECLARATION - EXHIBIT 16

SMEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PREPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN 81: Cherif DATE: 11/06/02 SMEET.

DWC. CHECKED 81: SCALE: N/A

PROJECT NO: 98N041-5860

Page 137 of 276

4 SEETS

O.V. SSERVETSSETON AND LEGULSBROWN WASTER DECLARABLY EXHIBITS TOWNGATE SOBROWN-SOBOL TOWNGATE CONDOUNDED NO THREE CARDING

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. 6)

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 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 61.33 feet; thence S89deg28min44secW for 98.54 feet; thence N00deg31min16secE for 23.94 feet; thence N89deg28min44secE for 145.70 feet; thence S45deg31min16secE for 23.94 feet; thence S00deg31min16secE for 162.87 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 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 04deg42min50sec, 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 S46deg09min39secE for 15.10 feet; thence S31deg46min16secE 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, Florida and containing 69,621.52 Square Feet or 1.60 Acres more or less.

## 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 THE OF MEDICAL AMENDED MASTER DECLARATION - EXHIBIT 16

SHETI NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PREPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

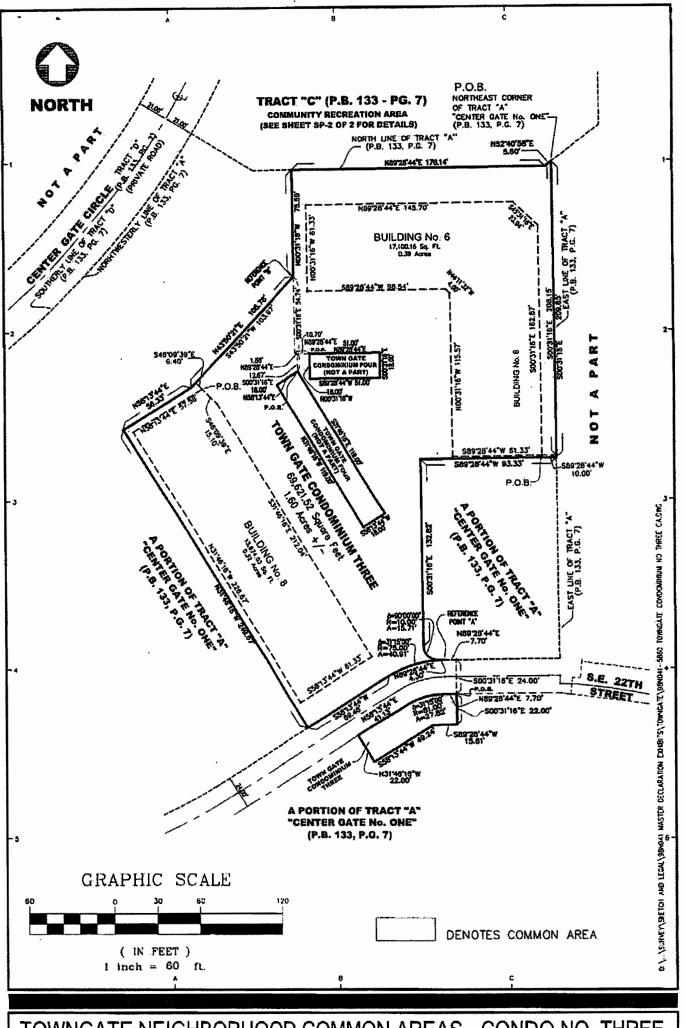
DRAWN BY: Cherif DATE: 11/06/02 SHEET:

DWG GROOD BY SCALE N/A

GRECO: P: 1000/CCT NO: 98/041-5860 GRE 4 SHEET:

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O.V.. (SURIETYSICION AND LEGAL)SBAINS MASTER ORCI ARABON EXHBITS, TOWNGATT, SBRION -SBBO TOWNSATE CONDOMINE NO THREE CALDING



## TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THE OF MALESTER DECLARATION - EXHIBIT 16

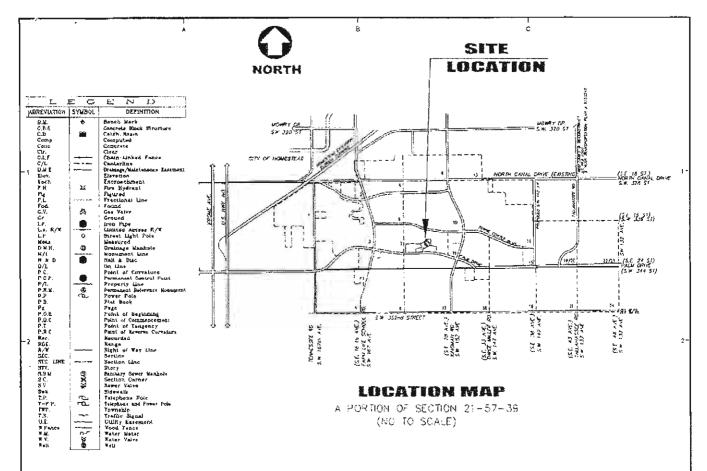


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
KEYS GATE COMMUNITY ASSOCIATION, INC.

11/06/02 | 9027 AND BY: Cherif 11/06/02 SCALE DEC DECIDED BY: N/A 98N041-5860

139 of 276



## **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 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 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, Examinations of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any offecting this property.
- 5) No Title research has been performed to determine if there are onl 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.

! further certify that this sketch was prepared in occordance with the opplicable provisions of Chapter 61017—6, Florida Administrative Code.

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

Date: 11-06-2002

Revision 1: 01-10-2003

Revision 2: 05-07-2003

Revision 3:

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. FOUR

FOR

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

SHETI HAME SURVEYOR'S NOTES AND LOCATION MAP

FROM HET Charil DATE: 11/06/02 SHET

OFFICIAL STALE: N/A

PROJECT NO. 98N041-5860 OF 4 SHEES

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CONDIGUISATE NO FOLF CADINO

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0989-150398/11 5048/11/21/8047 P

MASTER DECLARATION

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POLSKE N'SMERCE

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. Florido. More particularly described as follows:

COMMENCE at the Southwest Corner of soid Tract "A"; thence the following four (4) courses being along the South Line of soid Tract "A", of soid Plot of "CENTER CATE NO. ONE", and along the North Right—of—way Line of PALM DRIVE (SE. 24th Street), as dedicated and recarded 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, hoving for its elements a radius of 4393.79 feet, a central angle of 04deg30min01sec, for an arc distance of 345.11 feet; 3.) thence N88deg04min38secE 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 o radius of 3653.61 feet, a central angle of D6deg07min07sec, for an arc distance of 390.16 feet; thence N01deg14min16secW for 309.88 feet; thence N58deg13min44secE for 11.20 feet; thence N59deg28min44secE for 15.81 feet; thence N00deg31min16secW for 46.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of land; thence S89deg28min44secW for 7.70 feet to a point of curvature of a circular curve to the left, concave to the Southwesterly along the arc of said 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 S58deg13min44secW for 147.79 feet to a point of curvature at a circular curve to the right; concave to the Northwest; thence Southwesterly along the arc of soid curve, having for its elements a radius of 400.00 feet, through a central angle of 6deg10min56sec, for an arc distance of 43.16 feet to a point of curya of a circular curve to the left, concave to the West; thence Northeosterly, Northerly and Northwesterly along the orc of soid curve, hoving for its elements a radius of 10.00 feet, through a central angle of 6deg10min56sec for 0.67 feet; thence N13deg46min16secW for 18

#### LESS;

A partion 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, 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 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 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 15.81 feet; thence N00deg31min16secW for 46.00 feet; thence N89deg28min44secE for 132.82 feet to a point of curvature of a circular curve to the left, concove 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 to a point of cusp of a circular curve to the left, concove to the Southeast; thence Southwesterly along the arc of said 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 N89deg28min44secE for 4.30 feet to a point of curve, having for its elements o 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 S58deg13min

## 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 OF PROJECT. AMENDED MASTER DECLARATION - EXHIBIT 16

PRETIRING: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PRETIRING: KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWS BY Cherif DATE: 11/06/02 SKET:

DK. DECOTO BY SCALE: N/A

DECOTO BY PROJECT NO: 98N041-5860 OF 4 SACTS

141 of 276

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 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. 5)

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 Reference Point A; thence N00deg31min16secE 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 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 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

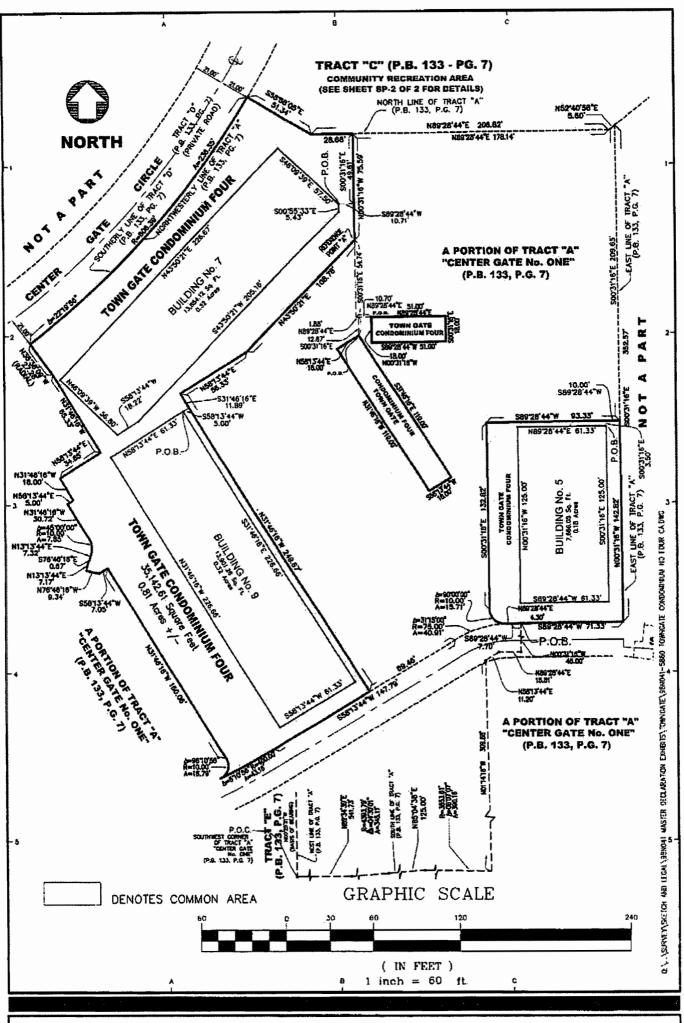


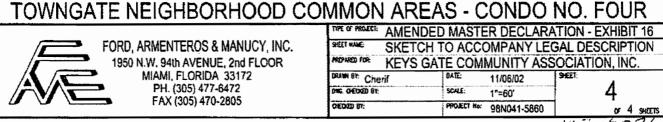
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

TIPE OF PROJECT:	AMENDE	) MASTE	R DECLARA	ATION - EXHIBIT 16
SHEET HAVE:	LEGAL DE	SCRIPT	TON TO ACC	OMPANY SKETCH
PREPARED FOR:	KEYS GAT	TE COM	MUNITY ASS	SOCIATION, INC.
ORAM SY. Che	rif	DATE:	11/06/02	94ET:
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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 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 signoture 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 & 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 drowing 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

BY KNIJK) Edwin J. Fernandez, P.S.M. For the Firm (SURVE)

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 PROJECT. AMENDED MASTER DECLARATION - EXHIBIT 16 SURVEYOR'S NOTES AND LOCATION MAP PREPARED FOR WAYNE ROSEN Cherif 11/06/02 1 DIRC SHEEKED SIY STATE N/A O-FOGT) RY PROJECT NX 98N041-5860

CONDICIONAL HOUSE

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(98HO41 ILKSTER OEGLARATION EXHIBITS/TOTALCATE/S981041-45850

(ECM)

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

COMMENCE at the Southwest Corner of Tract "C", of said "CENTER GATE NO. ONE"; said point being on a circular curve to the right, concove 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 34.85 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 circular curve to the right, concave 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 S13deg13min44secW for 7.32 feet; thence N76deg46min16secW for 0.67 feet; thence S13deg13min44secW for 7.17 feet; thence S76deg46min16secE for 9.34 feet; thence N58deg13min44secE for 7.05 feet; thence S31deg46min16secE for 160.06 feet to a point of curvature of a circular curve to the right, concave 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 96deg10min56sec for an arc distance of 16.79 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 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 160.00 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 NO8deg38min16secE for 12.00 feet to a point on a circular curve to the left, concave to the south, where the radial point bears S08deg38min16secW; 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 af reverse curvature with a circular curve to the right, concave to the northeast; thence northwesterly along the arc of said curve, hoving 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 left, concave to the sauthwest; thence narthwesterly along the arc of said curve, having for its elements a radius of 249.00 feet, through a central angle of 09deg44min42sec 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 a radius of 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 on a circular curve to the left, concove to the northwest, where the radial point bears S16deg23min23secE; thence northeasterly along the arc of said curve, also being the Northerly Line of said Troct "A", and the Northerly Right-of-Way Line af said PALM DRIVE (S.E. 24th Street), having for its elements o 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



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

TITL OF PARAGOT,	AMENDEL	JMASTE	ER DEGLARA	<u> 1100                                 </u>	KHIBIT	16
SEEL HAVE	LEGAL DE	SCRIPT	ION TO ACC	OMPANY	SKET	CH
PREPARED FOR:	KEYS GATE COMMUNITY ASSOCIATION, INC.					
PRAW ST. Che	rif	DATE	11/06/02	SHEET:	_	
DWC, CHEDOOD BY		SCALE.	N/A		2	
CHECKED BU		PROJECT No:	98N041-5860	]	or 5	SHEETS

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A portion of Tract "A", of 'CENTER GATE NO. ONE", according to the plat thereof, os recorded in Plat Boak 133, at Page 7 of the Public Records of Miomi-Dade County, Florido, 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 N5Bdeg58min06secW; 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 Troct "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 Miomi-Dode 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 on a circular curve to the right, concave to the northwest, where the rodial 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 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 8.00 feet to the POINT OF BEGINNING; thence continue N58deg13min44secE for 61.33 feet; thence S31deg46min16secE for 124.99 feet; thence S58deg13rnin4secW for 61.33 feet; thence N31deg46min16secW 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, ot Page 7 of the Public Records of Miami-Dade County, Florida, being more particularly described os follows:

COMMENCE at the Southwest Corner of Tract "C", of said "CENTER GATE NO. ONE"; said point being on a circular curve to the right, concove to the northwest, where the radiol point bears N58deg58min06secW; thence southwesterly along the arc of soid curve, having for its elements a radius of 606.39 feet, through a central angle of 42deg34min42sec for on 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, hoving for its elements a radius of 188.00 feet, through central angle of 16deg14min54sec for an orc 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) 477-6472 FAX (305) 470-2805 MENDED MASTER DECLARATION - EXHIBIT 16

SHETT MAKE: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

REPARD FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN ST. Cherif 11/05/02 SMET:

| Cherif | 11/05/02 | 11/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/02 | | 10/05/0

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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 eosterly 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, concove to the south, where the rodial 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, concove 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 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.

SCHORTFYCRETCH AND REGAL/OBHOND MASTER OCCLARATION CORPIES/TOWNGATE/OBEGIT-5860 TOWNGATE CONGOUNDE NO THE CALONG

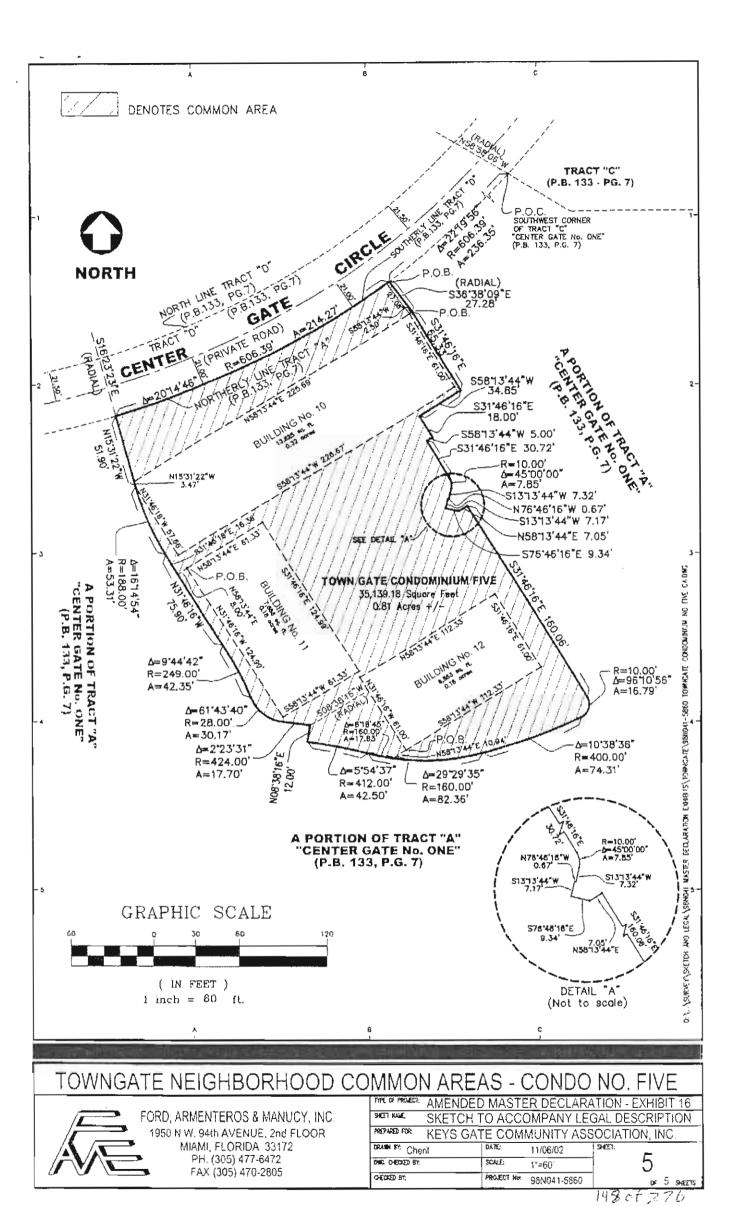
# TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE



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

MENDED MASTER DECLARATION - EXHIBIT 16 LEGAL DESCRIPTION TO ACCOMPANY SKETCH PREPARED ITER KEYS GATE COMMUNITY ASSOCIATION, INC Chest 11/06/02 DWC CHEDICED & SCAL N/A CHEDOED BY PROJECT No: 98N041-5860

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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 an 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 Back 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, Porcel 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: 11-06-2002

Revision 1: 01-10-2003

Revision 2: 05-07-2003

A SECTION 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. SIX



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 SURVEYOR'S NOTES AND LOCATION MAP KEYS GATE COMMUNITY ASSOCIATION, INC REPARED FOR ORAIN SY. Cherif 11/06/02 THE DEC OFFICE BY N/A 98N041-5860

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DECLARATION EXIBITS/TOWNGATE/98/1041-5860 TOWNCATE CONDOMINEUM NO SIX CA DINS

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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 00deg57min29sec for an arc distance of 73.47 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence N00deg25min21secW 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 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 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 o 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 S87deg27min05secW for 67.34 feet; thence S04deg21min55secE for 37.34 feet to a point on a circular curve to the right, concave to the Northwest, where the radial point bears S04deg21min55secE; 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 N87deg27min05secE for 61.33 feet; thence S02deg32min55secE 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



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

SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

DAVID BT. Cherif DATE: 11/06/02 SHEET:

DIRC DECORD BT: SCALE: N/A

DROJECT No: 98N041-5860 OF 4 SHEET:

150 of 276

### LESS (BUILDING No. 17)

A portion of Troct "A", of "CENTER GATE NO.ONE", according to the plot thereof, as recorded in Plot Baok 133, at Page 7 of the Public Records of Miami-Dode County, Florida, being more porticularly 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 hereinofter described Porcel of Land; thence continue N87deg27min05secE for 61.30 feet thence S02deg32min55secE for 63.62 feet; thence N87deg27min05secE for 84.50 feet; thence N47deg32min55secE for 65.35 feet; thence S87deg27min05secW for 128.87 feet; thence N47deg32min55secW for 23.94 feet; thence N02deg32min55secW 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 Homestead, Miami~Dode County, Florida and containing 33,378.14 Square Feet or 0.77 Acres more or less.

SSJAMENSKETCH AND LEGALZBENDAL MASTER OCCLARATON EMBESTIOMMGATELYBRAMI-SPEO TOMICATE CONCOUNAUL NO SUI CADMO

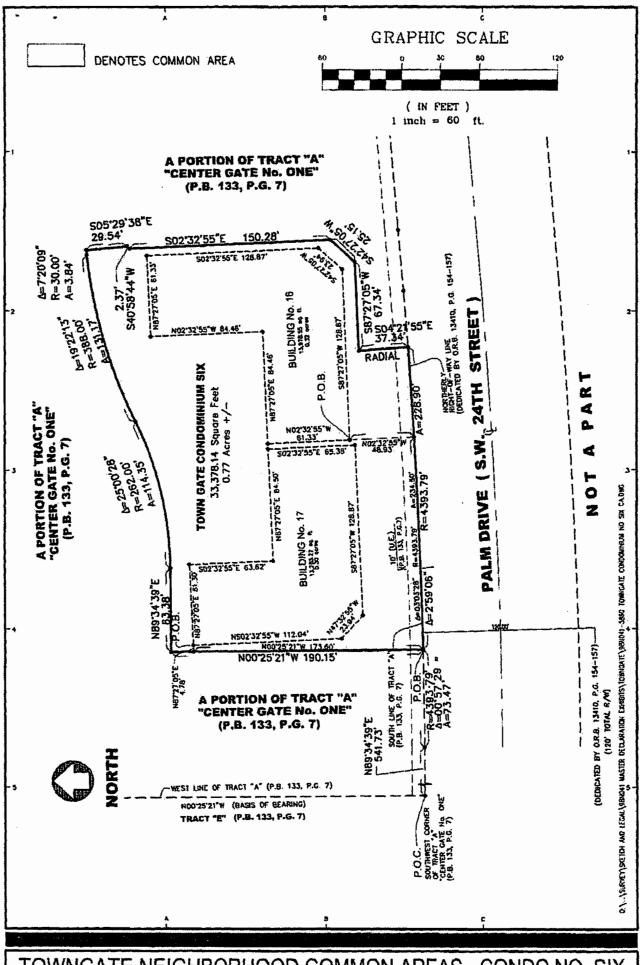
# TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SIX



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

TYPE OF HYDLECT	AMENDE	D MAST	R DECLAR	- MOITAS	EXHIBIT 16	
SHEEL BYTH.	LEGAL D	ESCRIPT	ION TO AC	COMPA	NY SKETCH	
PROPARCO FOR	******** KEYS GATE COMMUNITY ASSOCIATION, INC.					
trank BY: Cher	it	OATE:	11/06/02	5900	^	
OWE CHECKED BY:		SCALE.	N/A	Ī	3	
OFOCTO BY		FROLECT No.	98N041-5860	_i	or 4 swirets	

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# TOWNGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SIX



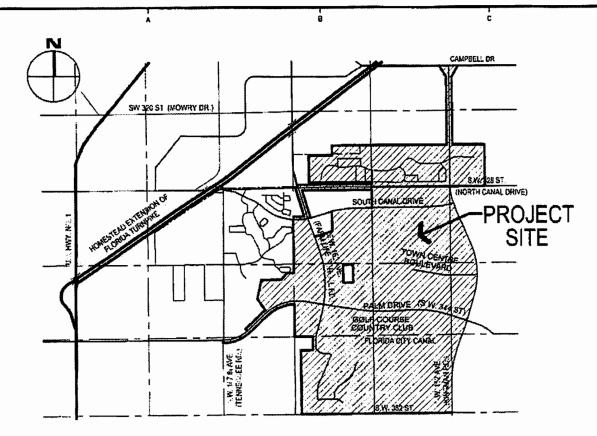
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

AMENDED MASTER DECLARATION - EXHIBIT 16 SKETCH TO ACCOMPANY LEGAL DESCRIPTION KEYS GATE COMMUNITY ASSOCIATION, INC. PREPARED FOR SPUM BY. Cherif 11/06/02 SCALE 1"=60" PROJECT Ha: 98N041-5860 DEDED OY

276 152 of

# MAINTENANCE COMMON AREAS

Reys Gate Amended and Restated Declaration of Master Covenants 153 of 276



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 S00'29'41"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.
- 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 Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003

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

# MAINTENANCE COMMON AREAS



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

THE OF PROJECTS	AMENDED	MASTE	R DECLARA	TION - EXHIBIT 17
SEET NAME				
PREPARED FOR:				
DEADN 57:	J. LOPEZ	CATE	10-23-2002	SEI!:
DOC. CHECKED BY:		SCALE	AS SHOWN	1 1
CHEDED SY:		PROJECT No.	98N041-5860	or 7 sheers
	SHET MAKE PREPARED FOR DRAIN ST: DRC. CHECKED ST:	SPEET MAKE LOCATION PREPARED FOR: KEYS GAT DRAWN 57: J. LOPEZ DRG. SPECKED 57:	SPET NAME LOCATION MAP & PREPARED FOR KEYS GATE COMM DRAWN 57: J. LOPEZ GATE:  DIC. CREDICTO 57: SCALE:	PREPARED FOR KEYS GATE COMMUNITY ASS  DRAWN 67: J. LOPEZ GATE: 10-23-2002  DRG. GREDGED 87: SCALE: AS SHOWN

#### A PORTION OF PALM DRIVE PUBLIC RIGHT-OF-WAY

All of that portion of the existing Public Right of Way of Palm Drive (S.W. 344th Street), lying East of Tennessee Road (S.W. 167th Avenue) and West of the East Line of the Park Site as described in Official Records Book 11560

That portion of the Northerly 1/2 of said Palm Drive Public Right of Way lying South of the Tract "A" of "HOMESTEAD LAKES HIGH SCHOOL SITE" as recorded in Plat Book 109, at Page 64 of the Public Records of Miami-Dade County, Florida. All the above described Right-of-way being and situated in Miami-Dade County, Florida.

# TOGETHER WITH A PORTION OF NORTH CANAL DRIVE PUBLIC RIGHT-OF-WAY

All of that partian of the existing Public Right of Way of North Canal Drive (S.W. 328th Street), lying Easterly of the centerline of Farm Life School Road (S.W. 162nd Avenue) and West of the East Line of Section 20,

That partion of the Southerly 1/2 of said North Canal Drive Right of Way lying West of the most Northerly Westerly line of Parcel "B" of "KEYS GATE No. TWO" according to the plat thereof, as recorded in Plat Book All the above described Right—of—way being and situated in Miami—Dade County, Florida.

# TOGETHER WITH A PORTION OF FARM LIFE SCHOOL ROAD PUBLIC RIGHT-OF-WAY

West 1/2 of the existing Public Right of Way of Farm Life School Road (S.W. 162nd Avenue), lying South of the Northerly Right—of—Way line of North Canal Drive (S.W. 328th Street) and North of the Westerly extension All the above described Right—of—way being and situated in Miami—Dade County, Florida.

### TOGETHER WITH

# A PORTION OF SOUTH CANAL DRIVE PUBLIC RIGHT-OF-WAY LEGAL DESCRIPTION:

All of that portion of the existing Public Right of Way of South Canal Drive, lying West of the East Line of Section 20, Township 57 South, Range 39 East, and East of Farm Life School Road (S.W. 162nd Avenue).

That portion of the Southerly 1/2 of said South Canal Drive Right of Way lying North of "BROOKWOOD GARDENS EXTENDED CARE CENTER".

All the above described Right-of-way being and situated in Miami-Dade County, Florida.

# TOGETHER WITH A PORTION OF KINGMAN ROAD PUBLIC RIGHT-OF-WAY LEGAL DESCRIPTION:

West 1/2 of the existing Public Right of Way of Kingman Road (S.W. 152nd Avenue), lying North of Polm Drive (S.W. 344th Street) and South of the North Line of Section 21. Township 57 South, Range 39 East.

All the above described Right—of—way being and situated in Miami—Dade County, Florida.

# MAINTENANCE COMMON AREAS



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

	AMENDED	MASTE	R DECLARA	TION - EXHIBIT 17
SHEET NAME:	LEGAL DE	SCRIPT	ION	
PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.				
DRAMM ST:	J. LOPEZ	DATE	10-23-2002	SEET:
DEC. CHECKED BY:		SCALE	NA	2
CHEDOD BY:		PROJECT No:	98N041-5860	or 7 SHEETS

# TOGETHER WITH A PORTION OF KINGMAN ROAD PUBLIC RIGHT-OF-WAY AND ENTRANCE FEATURE AT KINGMAN ROAD AND CAMPBELL DRIVE

#### LEGAL DESCRIPTION:

All of that portion of the existing Public Right of Way of Kingmon Road (S.W. 152nd Avenue), lying North of the Northerly Boundary Line of "KEYS GATE No. THREE", according to the Plot thereof, as recorded in Plot Book 133, at Page 35 of the Public Records of Miami-Dade County, Florida, and South of Compbell Drive (S.W. 312th Street)

#### AND:

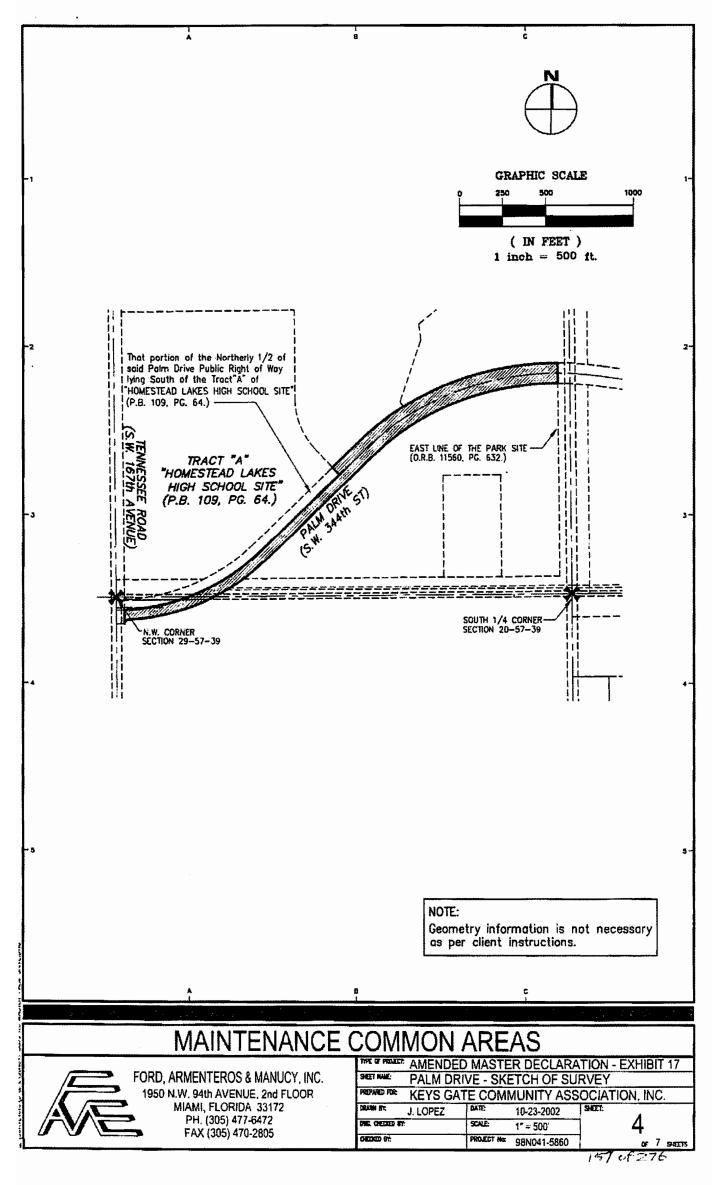
The existing Entrance Feature tracts located at the intersection of Kingman Road and Campbell Drive. All the above described Right—of—way being and situated in Miami—Dade Caunty, Florida.

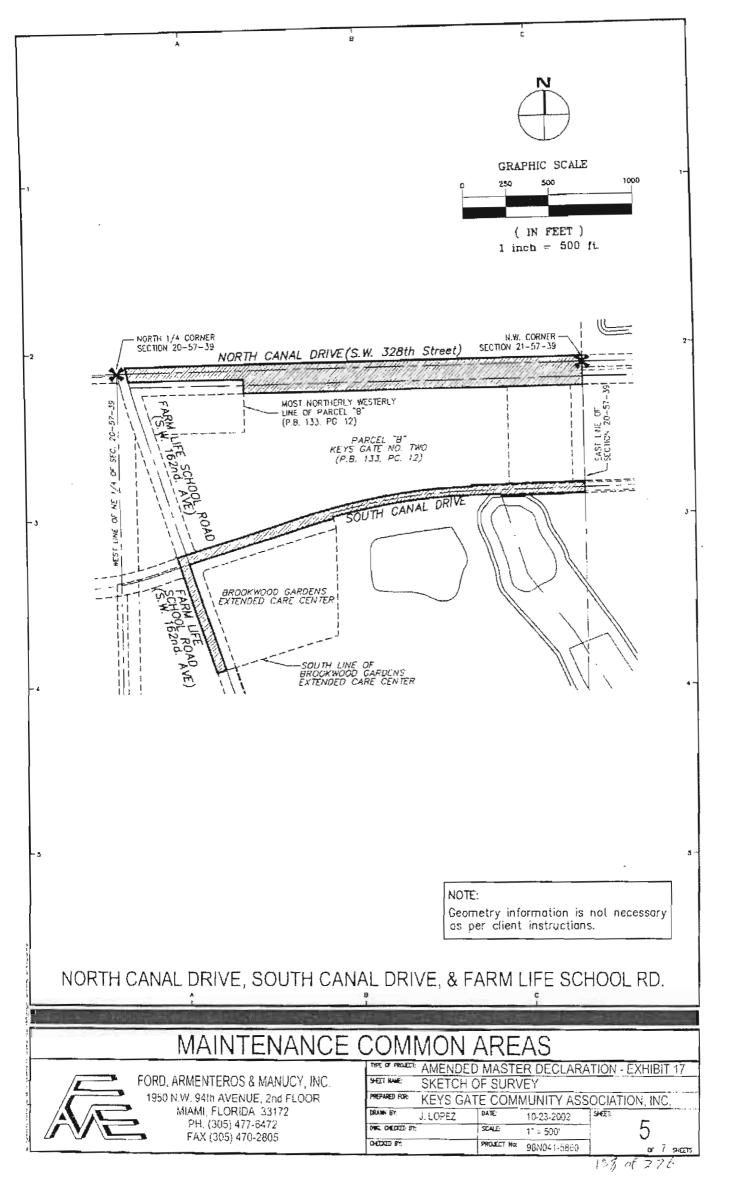
# MAINTENANCE COMMON AREAS

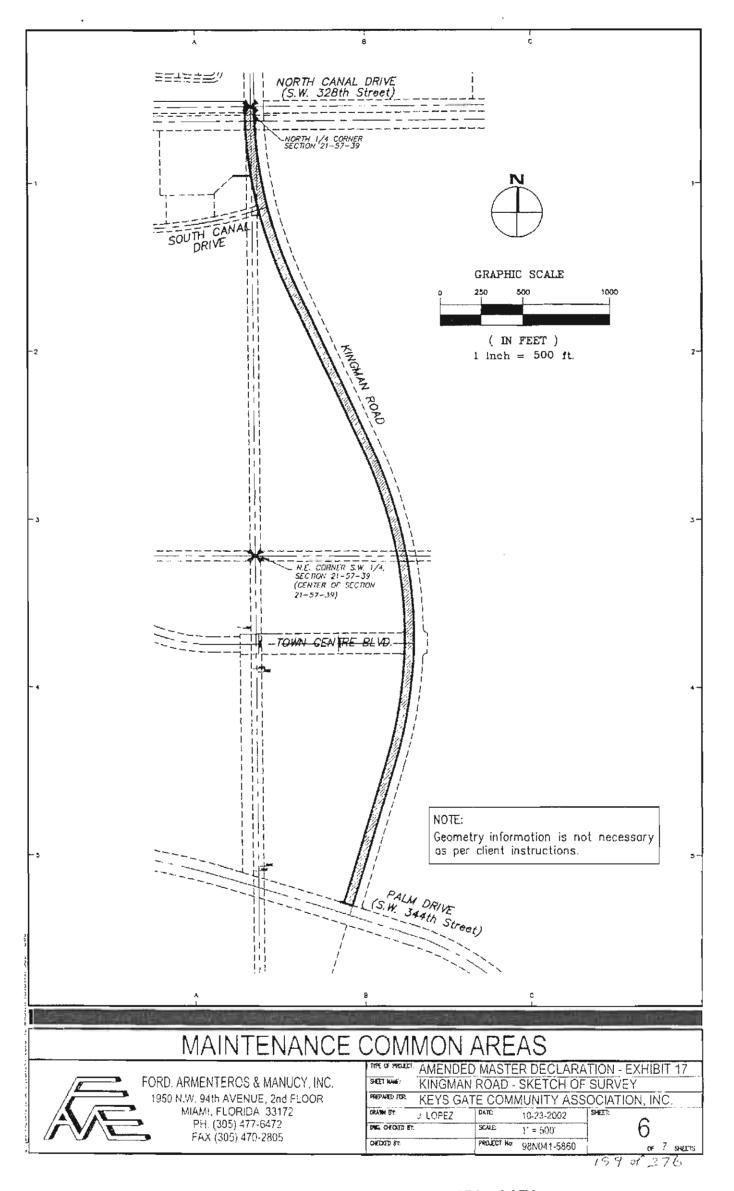


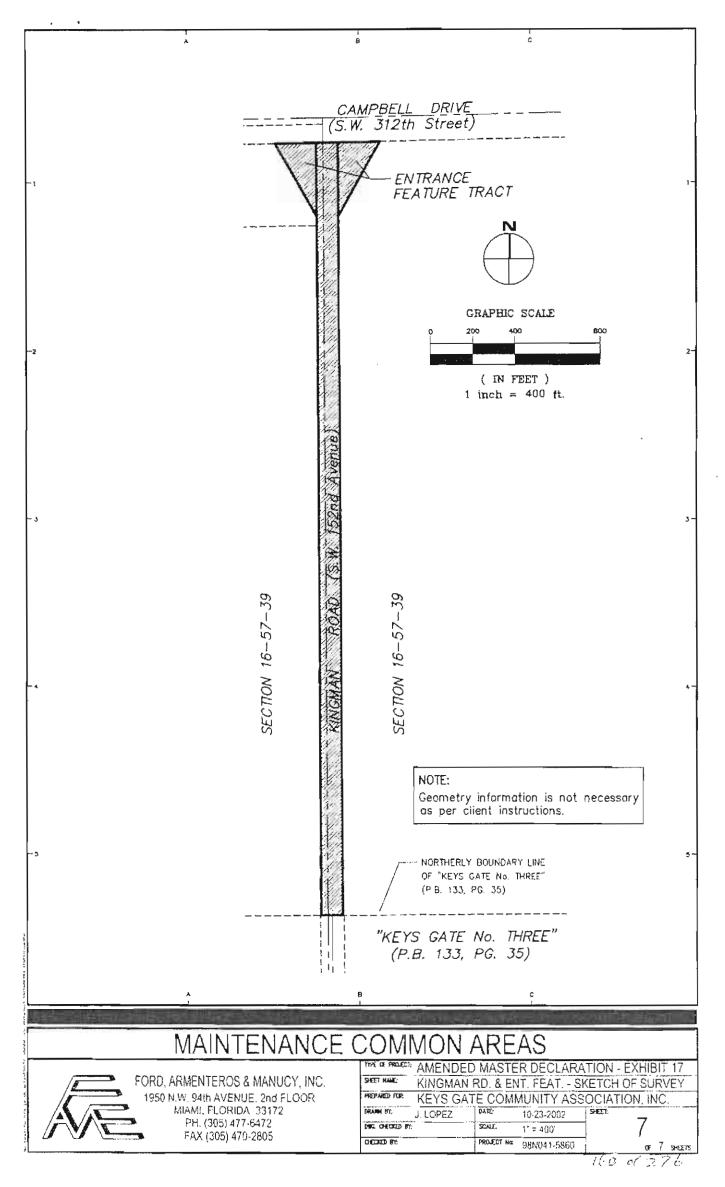
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W 94th AVENUE, 2nd FLOOR MIAM(, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

THE O' PROJECT	AMENDE	D MASTE	R DECLARA	ATION -	<b>EXHIBIT</b>	17
SPEET HAVE:	LEGAL DESCRIPTION					
PROPAGED FOR	KEY\$ GA	KEYS GATE COMMUNITY ASSOCIATION, INC.				
CRAIN SY.	J LOPEZ	DATE	10-23-7002	SHE27:		
DING OFFICED BY	t.	SCALE	N/A	]	3	
CHEDOD BY:		PROJECT HX	98N041-5860		or 7	94E13









## CURRENT NEIGHBORHOODS

NEIGHBORHOOD NAME	TOTAL LOTS	TOTAL VOTES
AUGUSTA GREENS PHASE 2	36	36
AUGUSTA GREENS PHASE I	34	34
CENTERGATE	408	408
DUNWOODIE	39	39
EASTLAKE	142	142
FAIRWAYS	68	68
KEYS LANDING	276	276
NORTHGATE	561	561
SHORES AT KEYS GATE		
TOWNGATE	325	325

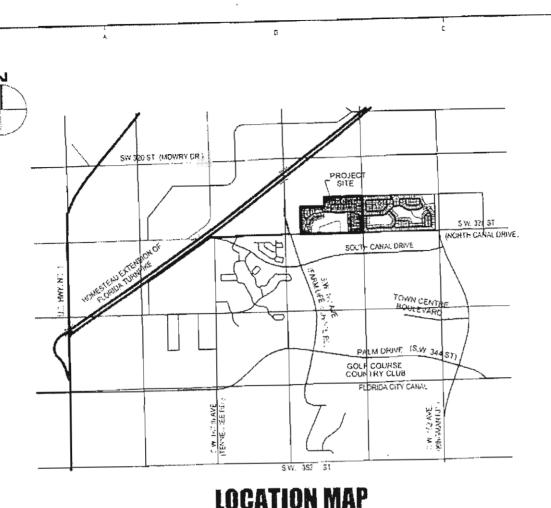
Keys Gate
Anwinded and Restated Declaration of Master Covenants

161 06 276

# ROYAL PALM SHARED DISTRICT

COMMON AREAS

Keys Gate
Amended and Remated Declaration of Master Covernins
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SCALE: 1" = 3000'

#### **SURVEYOR'S NOTES:**

- 1) —This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown herean.
- 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 roised seal of a Florida Licensed Surveyor and 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 porties.
- 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 infarmation provided by the Client.
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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: November 12, 2002

Revision: January 10, 2003 Revision: May 7, 2003

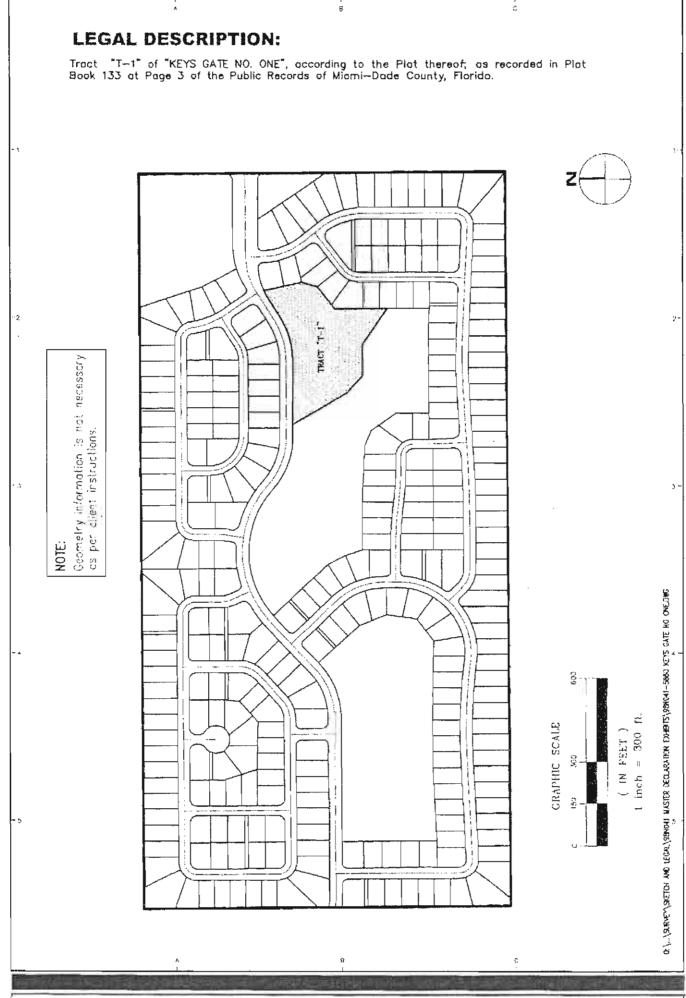
Edwin J. Fernandez, P.S.M. far the firm Professional Surveyor and Mopper State of Florida, LS No.5676

# ROYAL PALM SHARED DISTRICT COMMON AREAS



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 19 SURVEYOR'S NOTES AND LOCATION MAP PRIPARID (OF KEYS GATE COMMUNITY ASSOCIATION, INC Cheril 11/12/02 DIKE CHECKLY 30.5 N/A 98N041-5860



# ROYAL PALM SHARED DISTRICT COMMON AREAS



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 "19"

NELLHAMF SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PRESIDED FOR. KEYS GATE COMMUNITY ASSOCIATION, INC.

DAME OF CHECKE ST. 11/12/02 SAFE.

DECCLES SAFE ST. 12=3007

DECOLD BY VEGLET No. 98N041-5550 CF 2 s-tells

164 at 276

#### RESIDENCE AND LAWN MAINTENANCE

### Augusta Greens Phase 1 Neighborhood

Association provides irrigation and lawn maintenance and repair, but no Residence maintenance.

#### Augusta Greens Phase 2 Neighborhood

Association provides no Residence, irrigation or lawn maintenance or repair.

#### Centergate Neighborhood

Association provides irrigation and lawn maintenance and repair, but no Residence maintenance.

#### **Cocaplum District**

Not Applicable.

#### **Dunwoodic Neighborhood**

Association provides no Residence, irrigation or lawn maintenance or repair.

#### Eastlake Neighborhood

Association provides no Residence, irrigation or lawn maintenance or repair.

#### Fairways Neighborhood

Association provides no Residence, irrigation or lawn maintenance or repair.

#### **Hibiscus District**

Not applicable.

#### Keys Landing Neighborhood

Association provides no Residence, irrigation or lawn maintenance or repair.

#### Northgate Neighborhood

Repair and pressure clean roofs. Repair of roofs provided twenty (20%) or less of surface are 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, windows 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.

#### Royal Palm District

Not applicable.

### Shores at Keys Gage Neighborhood

Association provides no Residence, irrigation or lawn maintenance or repair.

Reys Gate
Amended and Restated Declaration of Master Covenants
165 £ 276

#### DOUBLE LOTS

#### Eastlake Neighborhood

#### 570 SE 30 Drive

Lot 19 and 20, Block 29 of Keys Gate No. Three, according to the Plat there of, as recorded in Plat Book 133 at Page 35 of the Public Records of Miami-Dade County, Florida.

#### Northgate Neighborhood

#### 730 SE 18 Lane

Lot 1 and 2, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 at Page 12 of the Public Records of Miami-Dade County, Florida.

#### 710 SE 18 Lane

Lot 3 and 4, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 at Page 12 of the Public Records of Miami-Dade County, Florida.

#### 690 SE 18 Lane

Lot 5 and 6, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 at Page 12 of the Public Records of Miami-Dade County, Florida.

#### 676 SE 18 Lane

Lot 7 and 8, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 at Page 12 of the Public Records of Miami-Dade County, Florida.

#### 650 SE 18 Lane

Lot 9 and 10, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 630 SE 18 Lane

Lot 11 and 12, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

### 610 SE 18 Lane

Lot 13 and 14, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 590 SE 18 Lane

Lot 15 and 16, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 570 SE 18 Lane

Lot 17 and 18, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

# 550 SE 18 Lane

Lot 19 and 20, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miarni-Dade County, Florida.

#### 530 SE 18 Lane

Lot 21 and 22, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 535 SE 18 Lane

Lot 23 and 24, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

555 SE 18 Lane

Reys Gate
Antended and Restated Doctaration of Master Covenants

/// CF 276

Lot 25 and 26, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 575 SE 18 Lane

Lot 27 and 28, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 562 SE 18 Drive

Lot 30 and 31, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 542 SE 18 Drive

Lot 32 and 33, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 527 SE 18 Drive

Lot 34 and 35. Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 547 SE 18 Drive

Lot 36 and 37, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 1935 SE 5 Terrace

Lot 40 and 41, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 1955 SE 5 Terrace

Lot 42 and 43, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 1975 SE 5 Terrace

Lot 44 and 45, Block 20, of Keys Gate No. Two, according to the Plat there of, as recorded in Plat Book 133 of Page 12 of the Public Records of Miami-Dade County, Florida.

#### 2615 SE 5 Court

Lot 7 and 8, Block 14 at Keys Gate No. One, according to the Plat there of, recorded in Plat 133 at Page 13 of the Public Records of Miami-Dade County, Florida.

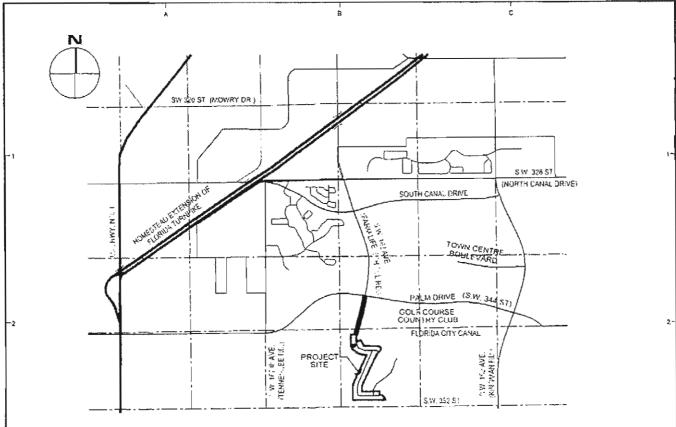
Keys Gate Amended and Restated Declaration of Master Covenants // / 7 c.f- 2.7 6

# COCOPLUM SHARED DISTRICT

COMMON AREAS

Keys Gate
Amended and Restated Declaration of Muster Covenants

168 of 276



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°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:

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Ford, Armenteros & Manucy, Inc.

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

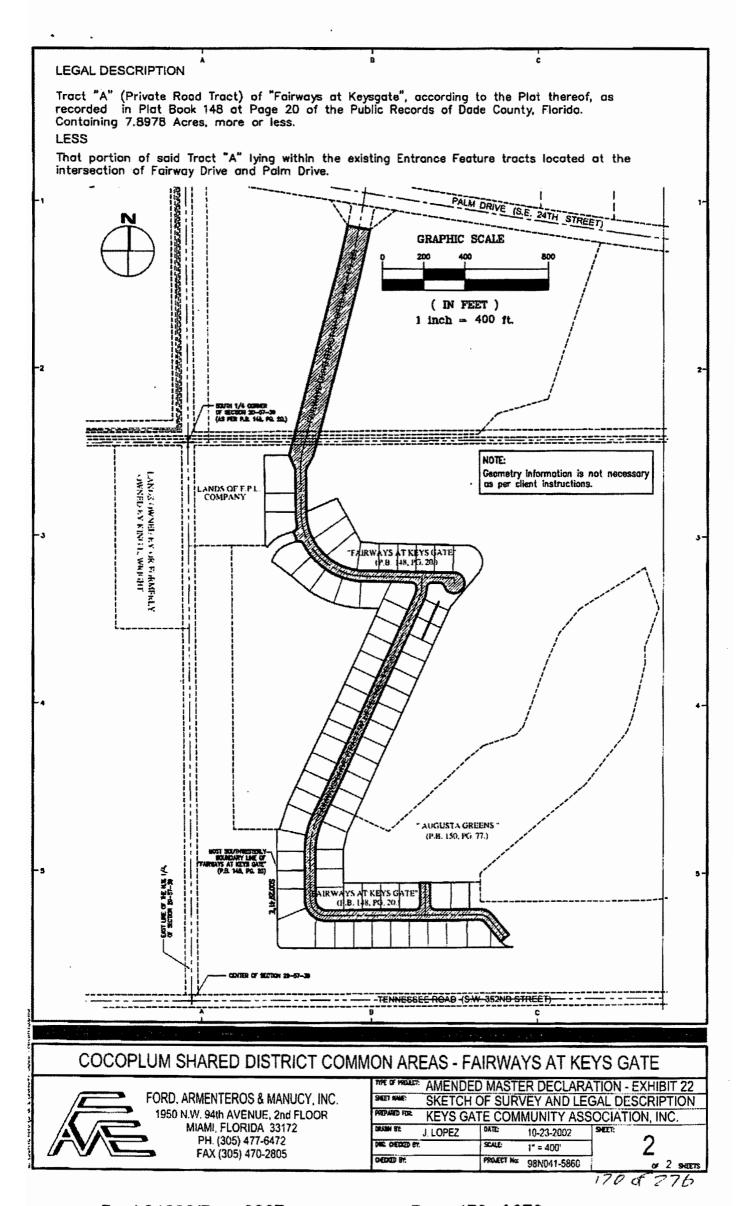
Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

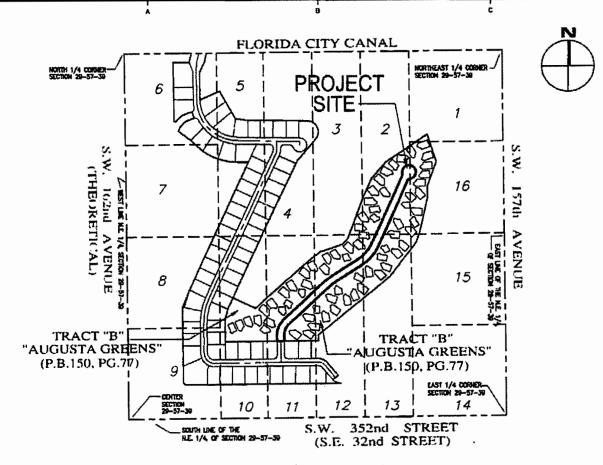
### COCOPLUM SHARED DISTRICT COMMON AREAS - FAIRWAYS AT KEYS GATE



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

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CHOOKED BUT		PROJECT No:	98N041-5860		or 2 sHEZTS
DAC CHECKED BY:		SCALE	AS SHOWN	i	
SKANN BY: .	J. LOPEZ	DATE	10-23-2002	34EII:	ı
PROFARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.				
PADLI KANG	LOCATION	LOCATION MAP & SURVEYOR'S NOTES			
TYPE OF PROJECTS:	AMENDED	MASTE	R DECLARA	<u> ITION - EXI</u>	HIBIT 22





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

### **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 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 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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Ford, Armenteros & Manucy, Inc.

Date: OCTOBER 23, 2002

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



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 THE OF PAGLECE. AMENDED MASTER DECLARATION - EXHIBIT 22

SHET MANS: LOCATION MAP & SURVEYOR'S NOTES

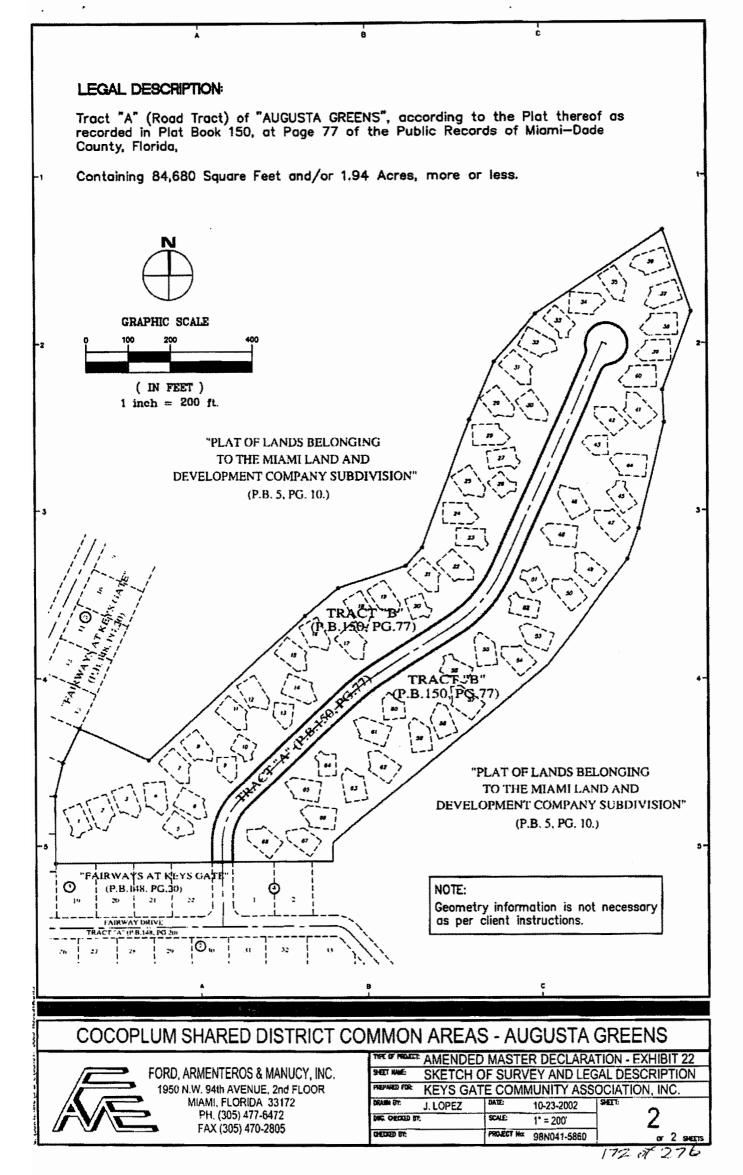
PREPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

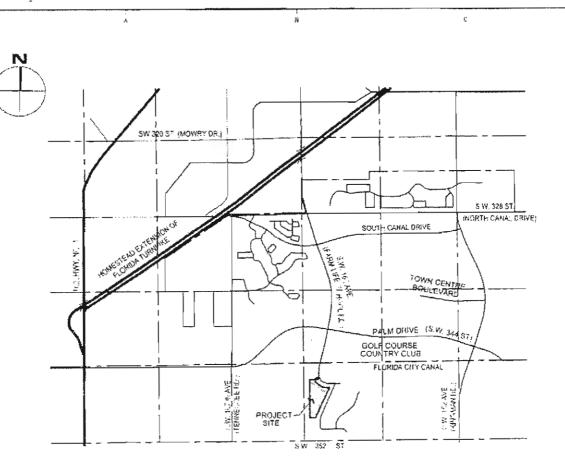
SOLIEN 6T: J. LOPEZ DATE: 10-23-2002

PREC. GREGORD 6T: SCALE: AS SHOWN

OPEDIED 6T: 980JECT Nov. 98N041-5860

OF 2 SHEETS





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 and Bearings shown hereon are based an an assumed value of NCO129141"W slong the East Line of of N.W. 1/4 of Section 29-57-39.
- 3) —Not volid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, Additions or detellions to survey maps or reports by other than the signing party or parties is problibited without written consent of the signing party or parties.
- 4) —There may be additional Restrictions not shown on this Sketch & Legal that may be tound 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 ancumbrances that the herein described legal may be utilized for.

#### **SURVEYOR'S CERTIFICATE:**

We Hereby Certify to the cest 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 61017-6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. Date. OCTOBER 24, 2002 Revision. JANJARY 10, 2003 Revision: MAY 7, 2003

Edwin a, Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No.5576

### COCOPLUM SHARED DISTRICT COMMON AREAS - DUNWOODIE 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

CHECKED BY	/	PROJECT No.	98N041-5860	er 2 susers		
BAC C-COCC 34		SCALE:	1" = 3000"			
DSV#91 81	E.REYES	9AR	10-25-2002	98417		
	PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.					
	SURVEYOR'S NOTES AND LOCATION MAP					
THE STANCE.	AMENUE	D MASTE	R DECLAR	ATION - EXHIBIT 22		

#### **LEGAL DESCRIPTION:** Tract "A" of "DUNWOODIE AT KEYS GATE", according to the Plat thereof as recorded in Plat Book 159 at Page 43 of the Public Records of Miaml-Dade County, Florida. Containing 76,708.67 Square Feet or 1.76 Acres, more or less. R=175,00° Δ=34°35°43° A=105.67° (RADIAL) S53'40'12"E 12.73' NORTH 1/4 CORNER SECTION 29~57-39 \$19'04'29"E 50.00 205.000 S70\*55'31"W FAIRWAYS DRIVE R=455.00 ∆=33'51'46" A=268.91 96 4 \$89'03'21"E AUDESCOOU Avenue 2,669,92 77/92 (P.B. 159, 54970.50°E 35, SS3.52'38'E .17 Geometry information is not TRACT "A" 8 client instructions 8 1357. TRACT "B" ģ 35 (LAKE) (P.B. 159, PG, 43) ß 31 N00'29'41"W H <sup>13</sup> (i) 3*6*C 13 ① 162nd 33 SO 13 31 IJ PEAC 30 15 EAST LINE OF THE N.W. OF SECTION 29-57-39 79 28 17 INWOOD ıs 14 26 GRAPHIC SCALE 20 100 200 21 百 ≥¦ ( IN FEET ) P.Q.B. 1 inch = 200 ft 522"39"53"W 135.02 Ś89'30'1<u>9"</u>W 200.00 NGC'29'41"W 30.00" ------NG0"29"41"W 787.71 TENNESSEE ROAD (S.W. 352ND STREET) P.O.C, CENTER OF SEC. 29-57-39

# COCOPLUM SHARED DISTRICT COMMON AREAS - DUNWOODIE AT KEYS GATE

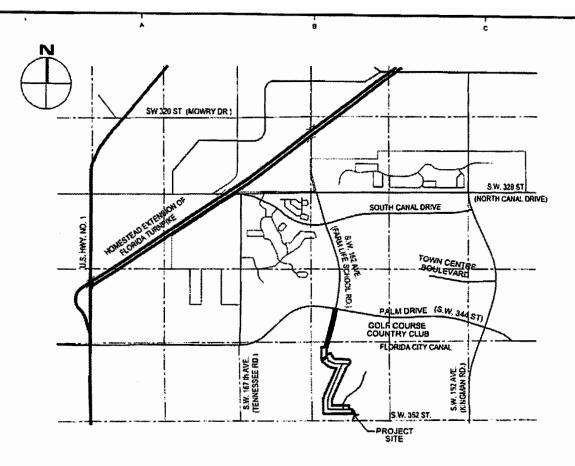


FORD, ARMENTEROS & MANUCY, INC 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

SET O TRACES	AMENDE	<u>) MAST</u> E	R DECLARA	TION - EXHIBIT 22		
SAE: HAME-	LEGAL DE	SCRIPT	ION & SKET	CH OF SURVEY		
(FO) CHAPIES	KEYS GATE COMMUNITY ASSOCIATION, INC.					
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98N041-5860

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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"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 prahibited 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 61617—6, Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

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

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

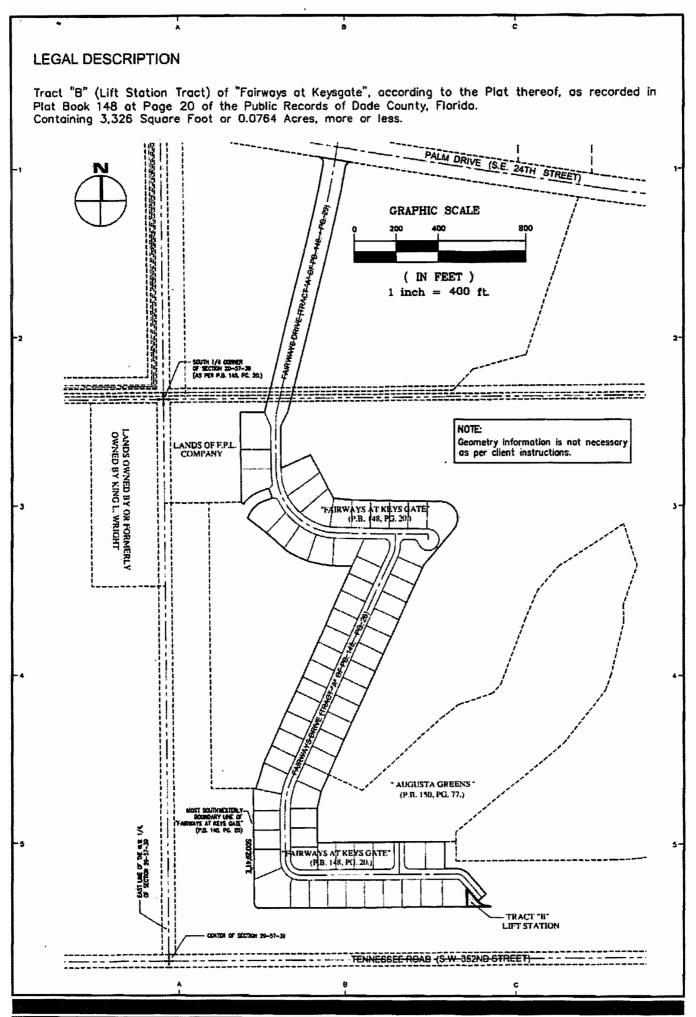
# COCOPLUM SHARED DISTRICT COMMON AREAS (LIFT STATION)



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

OECKED BY:	····	PROJECT No:	98N041-5860		or 2	SHEETS
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REPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.						
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175 of 276



# COCOPLUM SHARED DISTRICT COMMON AREAS (LIFT STATION)



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

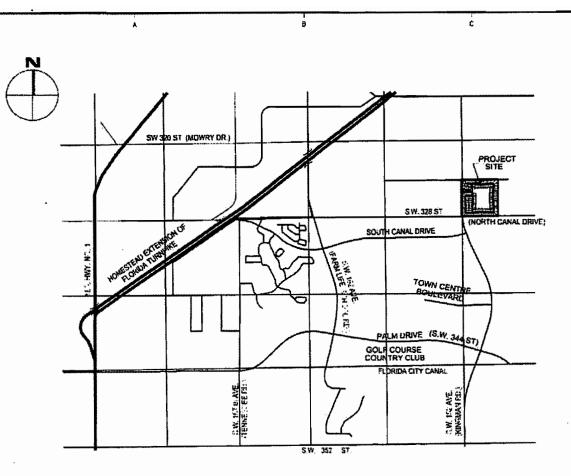
hee or project	AMENDE	D MASTE	R DECLAR	ATION - EXHIBIT 22	
SKETCH OF SURVEY AND LEGAL DESCRIPTION					
PREPARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.				
DRAIM ST:	J. LOPEZ	DATE:	10-23-2002	SHEET:	
ONC. CHECKED &	t:	SCALE:	1" = 400"	7 2	
CHECOED BY:		PROJECT No:	98N041-586C	or 2 suffre	

176 of 276

# EASTLAKE NEIGHBORHOOD

COMMON AREAS

Amended and Restated Declaration of Master Covenants



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 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 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.
- 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: November 12, 2002 Revision: January 10, 2003 Revision: May 7, 2003

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

# EASTLAKE NEIGHBORHOOD COMMON AREAS



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

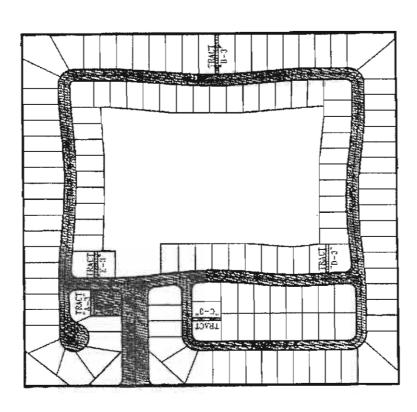
	TIME OF PROJECT: AMENDED MASTER DECLARATION - EXHIBIT 23					
	SURVEYOR'S NOTES AND LOCATION MAP					
	PREPARED FOR. KEYS GATE COMMUNITY ASSOCIATION, INC.					
	DRAWN BE Cherif	DATE: 11/12/02	96(1)			
	DIFG. CHECKED ST.	SCALE: N/A	1			
	CHECKED BY.	PROJECT No. 98N041-5860	or 2 secres			
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### **LEGAL DESCRIPTION:**

Tracts "A-3", "B-3", "C-3", "D-3", "E-3", "G-3" and Lot 2, Block 26 of "KEYS GATE NO. THREE", according to the Plot thereof, as recorded in Plat Book 133 at Page 35 of the Public Records of Miami-Dade County, Florido.



Geometry information is not necessarias per after instructions.





# EASTLAKE NEIGHBORHOOD COMMON AREAS



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

FIFE OF PROJES	AMENDED	MASTE	R DECLARA	TION - EXH	IIBIT 23
SATEL MANE:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION				
PREPARED FOR:	KEYS GATE COMMUNITY ASSOCIATION, INC.				
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### EXHIBIT 24

### CURRENT DISTRICTS

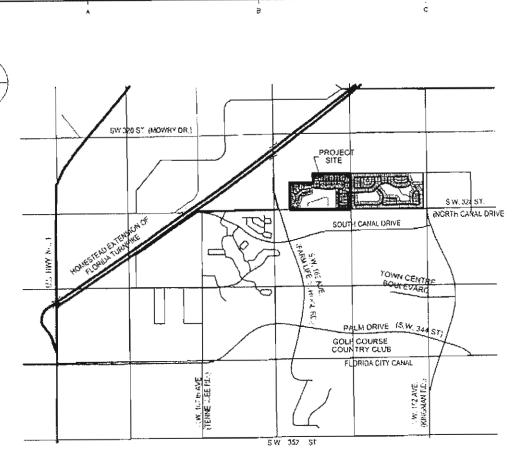
DISTRICT NAME	LOCATION OF DISTRICT
COCOPLUM	Exhibit 5
HIBISCUS	Exhibit 13
ROYAL PALM	Exhibit 9

### EXHIBIT 25

# NORTHGATE NEIGHBORHOOD COMMON AREAS

Keys Gate
Amended and Restated Declaration of Alaster Covenants

181 of 276



### **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 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 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 aut 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: May 7, 2003

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

State of Flarida, LS No.5676

## NORTHGATE NEIGHBORHOOD COMMON AREAS



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 25

9461 MARE: SURVEYOR'S NOTES AND LOCATION MAP

1989-1480 FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

1084-1681 DRG, CROOLD ST. DRAIL N/A

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### **LEGAL DESCRIPTION:**

Tracts "A-1", "B-1", "C-1", "D-1", "E-1", "F-1", "G-1", "H-1", "I-1", "J-1", "K-1", "L-1", "M-1", "N-1", "S-1" of "KEYS GATE NO. ONE", according to the Plat thereof; as recorded in Plat Book 133 of Page 3 of the Public Records of Miami-Dade County, Florida. (SEE PAGE 3 OF 4)

### **TOGETHER WITH:**

Tracts "C $\sim$ 2", "D $\sim$ 2" and "G $\sim$ 2", of "KEYS GATE NO. TWO", according to the Plat thereof, as recorded in Plat Book 133 at Page 12 of the Public Records of Miami $\sim$ Dade County, Florida. (SEE PAGE 4 OF 4)

CY. VSHROYSCEGI AD LEGUNSHAI MATER CEDARATION EXHBITS SOMVI-5860 KEYS GATE NO OKEDING

## NORTHGATE NEIGHBORHOOD COMMON AREAS



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

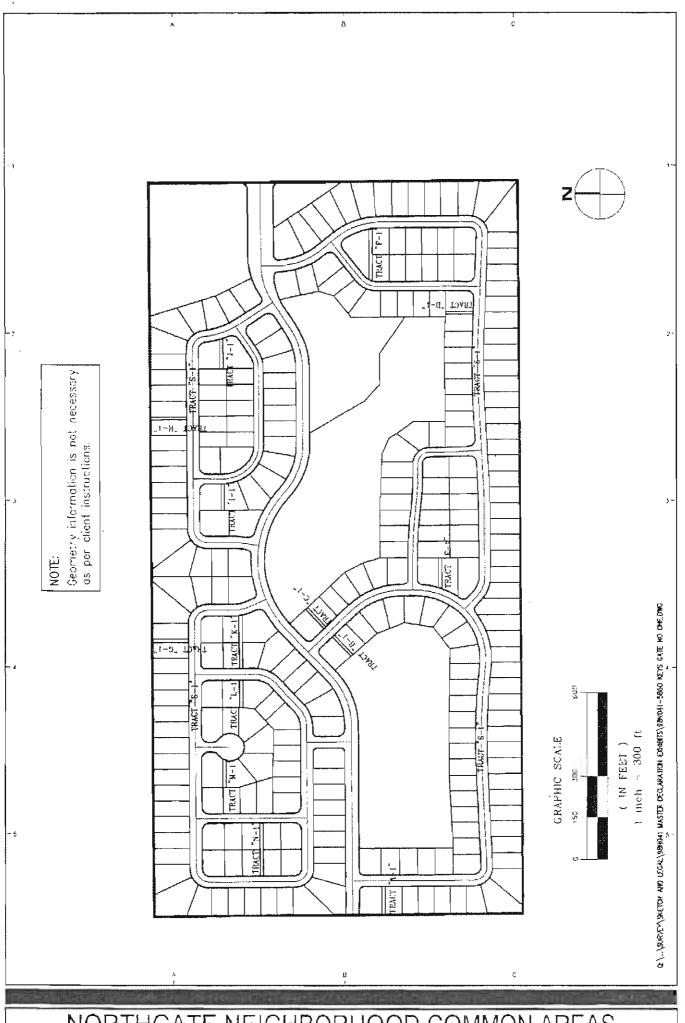
WAS A MODEL MASTER DECLARATION - EXHIBIT 25
SHET MAN. SURVEYOR'S NOTES AND LOCATION MAP

SURVEYOR'S NOTES AND LOCATION, INC.

SHEAR BY Cherif 1/1/12/02

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# NORTHGATE NEIGHBORHOOD COMMON AREAS



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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City of Physical Co.				ATION - EXHIBIT 25	



# NORTHGATE NEIGHBORHOOD COMMON AREAS



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

THE OF MICHEL AMEN	DED MAST	ER DECLAR	ATION - EXHIBIT 25	)
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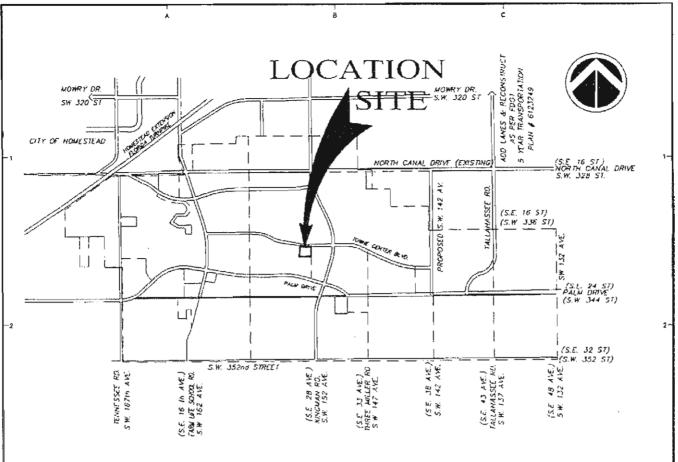
### **EXHIBIT 26**

### CENTERGATE NEIGHBORHOOD

COMMON AREAS

Amended and Restated Declaration of Master Covenants

1 5 6 6 7 2 76



### LOCATION MAP

MIAMI-DADE COUNTY, FLORIDA (NOT TO SCALE)

### **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: FEBRUARY 19, 2002 Revision 1: OCTOBER 24, 2002 Revision 2: JANUARY 10, 2003

Revision 3: MAY 7, 2003

Revision 4:

Edwin J. Fernandez, P.S.M. for the firm

NO ONE CALDIN

COMPORTNER

JARYST/SKEICH AND LEGAL/SBROM MASTER DECLARATION SCHIFFS/SBNOM-5860

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

## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE

FOR 19

FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAM!, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 THE OF PROJECT: AMENDED MASTER DECLARATION - EXHIBIT 26
SHET HAVE: SURVEYOR'S NOTES AND LOCATION MAP

PROJECT HAVE: SURVEYOR'S NOTES AND LOCATION MAP

PROJECT HAVE: 10/24/02 SHEET

ONE OFENED BY: 10/24/02 SHEET

ONE OFENED BY: 98N041-5860 Or 5 SHEET

### **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 S00deg31min16secE along the East 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, Flarida.
- 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.

CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PROPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

GRAMM BY: Choris DATE: 10:24:02 SHEET.

GREGORD BY: PROJECT No. 98N041-5860 Or 5 SHEET.

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MASTER DECLARATION DE-IBITS (98404)

AND LECAL\399041

S.R.EYSTON

### **LEGAL DESCRIPTION:**

A Parcel of Land being a portion of Tract "A", of "CENTER GATE NO. ONE", occording to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Dode County, Florida, being more particularly described as follows:

BEGIN at the Northeost Corner of soid Tract "A", of "CENTER GATE NO. ONE"; thence S00deg31min16secE, along the Easterly Limits of said Tract "A", said Eosterly Limits also being the Easterly Limits of soid Plat of "CENTER GATE NO. ONE", for 392.25 feet; thence S89deg28min44secW for 479.46 feet; thence N00deg31min16secW for 6.38 feet; thence N03deg38min18secE for 285.27 feet; thence N12deg45min00secE for 142.75 feet to an intersection with the content of the said tractions o intersection with the arc of a circular curve, concave to the Northeast, said intersection being on the Northerly Limits of soid Troct "A" and beoring S14deg49min59secW from the center of said curve; thence Southeasterly along the Northerly Limits of said Tract "A". along the arc of said curve having a radius of 1045.50 feet and a central angle of 15deg15min05sec for 278.30 feet to a point of tangency, thence N89deg34min54secE, along said Northerly Limits for 151.05 feet to the POINT OF BEGINNING.

LESS:

Building "1-A" Parcel

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

COMMENCE at the Northeast corner of Tract "A" of "CENTER-GATE No. ONE", said Northeast corner of Said Tract "A" also being the Northeast corner of Keys-Gate Condominium No. One; thence S0deg31min16secEalong the Easterly limits of said Tract "A" for 176.57 feet; thence S89deg28min44secW for 237.70 feet to the P0!NT OF BEGINNING of the hereinafter described Building "1-A" Porcel; thence SOdeg31min16secEfor 71.83 feet; thence S89deg28min44secW for 134.67 feet; thence N00deg31min16secW for 71.83 feet; thence N89deg28min44secE for 134.67 feet to the POINT OF BEGINNING.

LESS:

Building "1-B" Parcel,

A Parcel of land being 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 Northeast corner of said Tract "A" of "CENTER-GATE No. ONE", soid Northeast corner of Tract "A" also being the Northeast corner of Keys—Gate Condominium \$\overline{8}\$. No. One; thence \$\overline{9}\$0\text{deg}31\text{min}16\text{secEalong}\$ the Eosterly limits of soid Tract "A" for 27.83 feet thence \$\overline{8}\$0\text{deg}28\text{min}44\text{secW}\$ for 166.96 feet to the POINT OF BEGINNING of the herinafter thence S89deg28min44secW for 166.96 feet to the POINT OF BEGINNING of the herinafter described Building "1-B" Parcel; thence S8deg21min10secW for 71.83 feet; thence N81°38'50"W for 115.00 feet; thence S8deg21min10secW for 95.33 feet; thence N81deg38min50secW for 71.83 feet; thence N8deg21min10secE for 167.17 feet; thence S81deg38min50secE for 186.83 feet to the POINT OF BEGINNING.

## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



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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dis.

(SURVEY) SKETCH

LESS:

Building "1-C" Parcel

A Parcel of land being 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 Northeast corner of said Tract "A" of "CENTER-GATE No. ONE", Said Northeast corner of Tract "A" also being the Northeast corner of Keys-Gate Condominium No. One; thence S0deg31min16secE along the Easterly limits of said Tract "A" for 57.46 feet; thence S89deg28min44"W for 27.67 feet to the POINT OF BEGINNING of the hereinafter described Building "1-C" Porcel; thence S0deg31min16secE for 186.83 feet; thence S89deg28min44secW for 71.83 feet; thence N0deg31min16secW for 115.00 feet; thence S89deg28min44secW for 63.33 feet; thence N0deg31min16secW for 71.83 feet; thence N89deg28min44secE for 135.17 feet to the POINT OF BEGINNING.

LESS:

Building "1-D" Parcel

A Parcel of land being 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 Northeast corner of said Tract "A" of "CENTER-GATE No. ONE", Soid Northeast corner of Tract "A" also being the Northeast corner of Keys-Gate Condominium No. One; thence S0deg31min16secE along the Easterly limits of said Tract "A" for 254.04 feet; thence S89deg28min44secW for 27.67 feet to the POINT OF BEGINNING of the hereinafter described Building "1-D" Parcel; thence S0deg31min16secE for 135.17 feet; thence S89deg28min44secW for 186.83 feet; thence N0deg31min16secW for 71.83 feet; thence N89deg28min44secE far 115.00 feet; thence N0deg31min16secW for 63.34 feet; thence N89deg28min44secE for 71.83 feet to the POINT OF BEGINNING.

LESS:

Building "1-E" Parcel

A Parcel of land being 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 Northeast corner of said Tract "A" of "CENTER-GATE No. ONE", said Northeast corner of Tract "A" also being Northeast corner of Keys-Gate Candominium No. One; thence S0deg31min16secE along the Easterly limits of said Tract "A" for 389.21 feet; thence S89deg28min44secW for 226.31 feet to the POINT OF BEGINNING of the hereinfater described building "1-E" Parcel; thence S89deg28min44secW for 198.67 feet; thence N0deg31min16secW for 71.83 feet; thence N89deg28min44secE for 198.67 feet; thence S0deg31min16secE for 71.83 feet to the POINT OF BEGINNING

Said Parcel contains 105,343.58 Square feet or 2.42 acres more or less.

## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2605

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DRAWN BY: Che	nf	DATE	10/24/02	SHEET:	4
PREPARED FOR	KEYS GAT		MUNITY AS		ION, INC.
SHEET MANE:	LEGAL DE	SCRIPT	10N TO AC	COMPA	NY SKETCH
	AMENDEL	MAZIE	EK DECLAR	AHUN -	EXHIBIT 50

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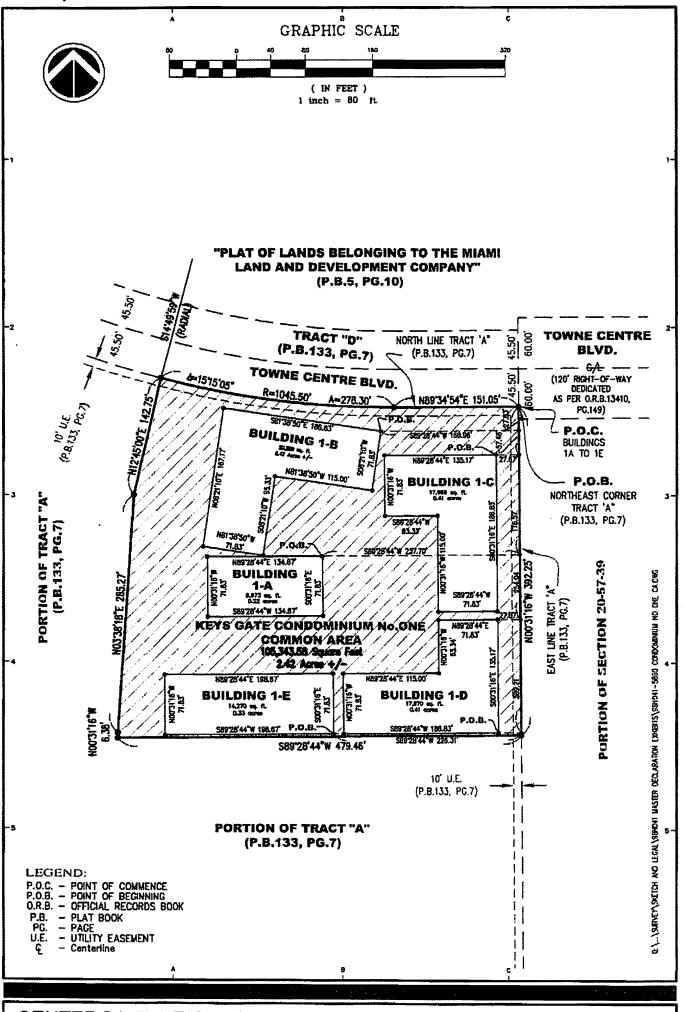
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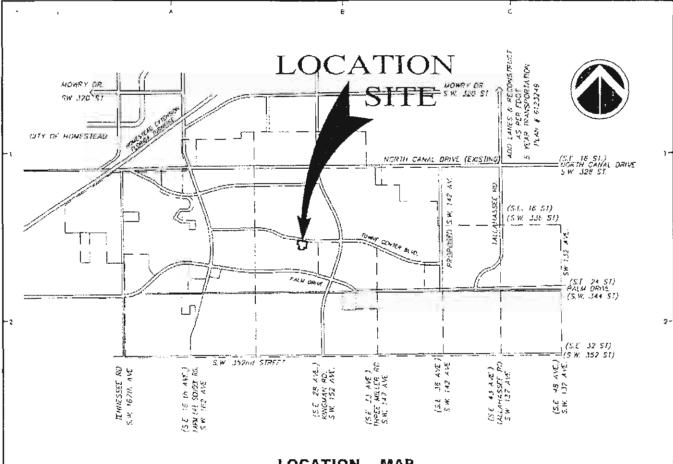


# CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. ONE



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

THE W PROMEST.	AMENDEL	<u>) MASTE</u>	R DECLAR	ATION - EXHIBIT 26
SHEET NAME:	SKETCH .	TO ACC	MPANY LE	GAL DESCRIPTION
PREPARED FOR	KEYS GAT	TE COM	MUNITY AS	SOCIATION, INC.
DEATH BY. Che	rif	DATE:	10/24/2002	SHEETS
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				19/01/276
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### LOCATION MAP

MIAMI-DADE COUNTY, FLORIDA (NOT TO SCALE)

### **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: FEBRUARY 19, 2002 Revision 1: OCTOBER 24, 2002 Revision 2: JANUARY 10, 2003 Revision 3: MAY 7, 2003

Revision 4:

Edwin J. Fernondez, P.S.M. for the firm

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

# CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO

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 26 SURVEYOR'S NOTES AND LOCATION MAP KEYS GATE COMMUNITY ASSOCIATION, INC. DIAM BY Chest 10/24/2002 ONC. CHECKED STC. SCALE: N/A CHECOLD SI PROJECT NO 98N041-5860

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LOALLOSKOH UASILR DICLARATION (PREUS)984041-5850 CONDOMINIAN NO TWO CALDING

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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 S00deg31min16secE along the East 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.

Q.V. ISLIPICTISKETCH AND LEGALYGONDAT WASTER DECLARATION EXHORISYORNIAL-5850 CONDOMINALIV NO TWO CADING

## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



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 26

SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

MREPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

COLANN BT. Cherif DATE: 10/24/2002 SHEET:

CHECK CHECKED BT: PROJECT No. 98N041-5860 OF 5 SHEETS

OF 5 S

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A Parcel of Land being 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, being more particularly described as follows:

BEGIN at the most Northwesterly corner of said Tract "A", said most Northwesterly corner also being the Northeast Corner of Tract "B", of said "CENTER GATE NO. ONE"; thence S70deg18min55secE, along the Northerly limits of said Tract "A" for 258.25 feet to a point of curvature with a circular curve concave to the Northeast; thence Southeasterly along said Northerly limits, along the arc of said curve, having a radius of 1045.50 feet and a central angle of 4deg51min06sec for 88.53 feet to a point on the arc of said curve; thence S12deg45min00secW for 142.75 feet; thence S03deg38min18secW for 109.43 feet; thence N84deg45min00secW for 84.05 feet; thence S13deg17min07secW for 69.00 feet; thence S89deg28min45secW for 149.50 feet to an intersection with the Easterly limits of said Tract "B"; thence along said Easterly Limits for the following five (5) courses; 1) thence N00deg31min15secW for 1.44 feet; 2) thence N40deg43min10secW for 67.59 feet; 3) thence N13deg17min07secE for 86.24 feet; 4) thence N36deg52min12secW for 103.30 feet; 5) thence N12deg45min00secE for 198.43 feet to the POINT OF BEGINNING.

LESS:

BUILDING "2-A" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract "B" of said "Center—Gate No. One", thence NOOdeg31min15secW along the Easterly limits of said Tract "B" for 108.23 feet; thence N39deg49min14secW along said Easterly limits for 58.81 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence N13deg17min07secE for 167.17 feet; thence S76deg42min53secE for 71.83 feet; thence S13deg17min07secW for 95.33 feet; thence S76deg42min53secE for 115.00 feet; thence S13deg17min07secW for 71.83 feet; thence N76deg42min53W" for 186.83 feet to the POINT OF BEGINNING.

LESS:

BUILDING "2-B" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract "B" of said "CENTER-GATE NO. ONE", said Northeast corner also being the Northwest corner of Keys—Gate Condominium No. Two; thence S12deg45min00secW along the Easterly boundary of said Tract "B" for 33.85 feet; thence S77deg15min00secE for 8.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S77deg15min00secE for 71.83 feet; thence S12deg45min00secW for 166.67 feet; thence N77deg15min00secW for 71.83 feet; thence N12deg45min00secE for 166.67 feet to the POINT OF BEGINNING.

## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



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 26

PROPHED FOR:

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PROPHED FOR:

KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN BY: Cherif DATE: 10/24/2002 PRET:

DRAWN BY: Cherif SCALE N/A

GEORGE BY:

PROJECT No. 98N041-5860 OF 5 SHEETS

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O. I. SUPVEYSKETCH AND

#### LESS:

BUILDING "2—C" PARCEL A parcel of land being a portion of Tract "A" of "Center—Gate No. One", according to the Plat thereof as recorded in Plat Book 133, of Page 7, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of Tract "B" of soid "CENTER-GATE NO. ONE", said Northeast corner also being the Northwest corner of KEYS-GATE CONDONMINIUM NO. TWO; thence S70deg18min55secE along the Northerly limits of said Tract "A" for 154.99 feet; thence S19deg41min05secW for 33.31 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S77deg15min00secE for 186.83 feet; thence S12deg45min00secW for 167.17 feet; thence N77deg15min00secW for 71.83 feet; thence N12deg45min00secE for 95.33 feet; thence N77deg15min00secW for 115.00 feet; thence N12deg45min00secE for 71.83 feet to the POINT OF BEGINNING.

Said parcel contains 56,066.77 Square Feet or 1.29 Acres more or less.

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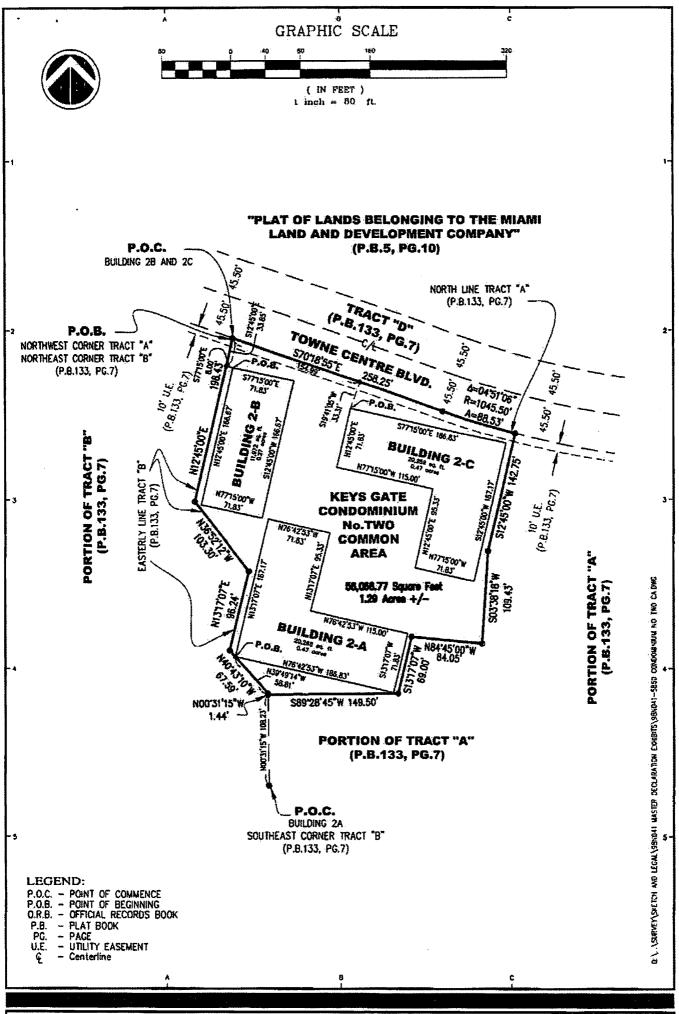
## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO



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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oraw or Che	rd	DATE:	10/24/2002	SHEET-		
PREPARED FOR	KEYS GA	TE COM	MUNITY AS		ION, INC	<b>)</b> .
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# CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. TWO

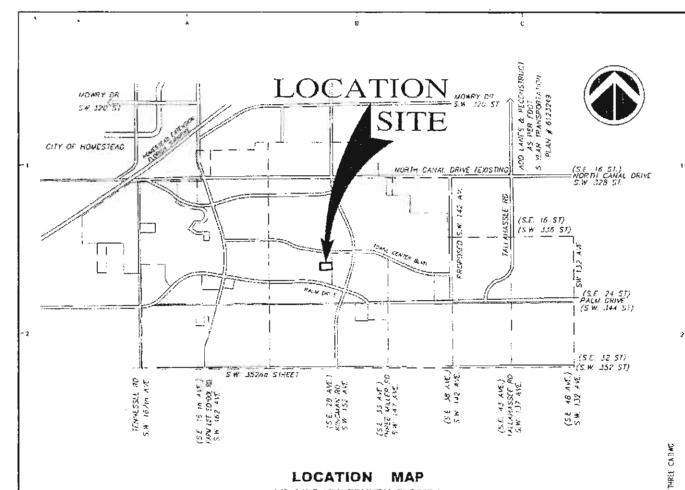


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

-	THE OF PROJECT:	AMENDE	D MAS	TER DECLAR	ATION -	EXHIBIT 26
	SHEET HAVE:	SKETCH '	TO AC	COMPANY LE	GAL DE	SCRIPTION
	PROPARED FOR		TE CO	MMUNITY AS	SOCIATI	ON, INC.
	GRANN 81: Cher	if	DATE:	10/24/2002	SHEET:	_

ONE: 10/24/2002 SHEET
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ONE: CHECKED SH: SPRINGET No. 98NO41-5860

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#### LOCATION MAP

MIAMI-DADE COUNTY, FLORIDA (NOT TO SCAUE)

### 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: FEBRUARY 19, 2002

Revision 1: OCTOBER 24, 2002

Revision 2: JANUARY 10, 2003

Revision 3: MAY 7, 2003

Revision 4:

Edwin J. Fernandez, P.S.M. for the firm

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

## CENTERGATE 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

THE OF PROJECT AMENDED MASTER DECLARATION - EXHIBIT 26 SURVEYOR'S NOTES AND LOCATION MAP KEYS GATE COMMUNITY ASSOCIATION, INC PROPARED FOR: cramer. Cheril 10/24/02 D¥. D€D£D Br 55.25

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COMPANY SYTH GARTAING AND

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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 S00deg31min16secE along the East 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.

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# CENTERGATE 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 TIPE OF PROJECT: AMENDED MASTER DECLARATION - EXHIBIT 26
SHET MUME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PREPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

TRAIN BY: Cherif DAIE: 10/24/02 SHEET:

DNC GEORD BY: SCALE. N/A

DRESSED BY: PROJECT No: 98N041-5860 OF 5 SHEET:

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A Parcel of Land being 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, being more particularly described as follows: COMMENCE at the Northeast corner of said Tract "A"; thence S00deg31min16secE, along the Easterly limits of said Tract "A", said Easterly limits also being the Easterly Limits of said Plat of "CENTER GATE NO. ONE", for 392.95 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue S00deg31min16secE along said Easterly Limits for 268.03 feet; thence S89deg28min44secW for 212.80 feet; thence S00deg31min16secE for 19.13 feet; thence S89deg28min44secW for 269.62 feet to a point on the arc of a circular curve concave to the Northwest, bearing S79deg33min09secE from the center of said curve; thence Northeasterly along the arc of said curve having a radius of 161.50 feet and a central angle of 10deg58min07sec for 30.92 feet to a point of tangency; thence N00deg31min16secW for 256.43 feet; thence N89deg28min44secE for 479.46 feet to the POINT OF BEGINNING.

LESS:

BUILDING "3-A" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Northeast corner of said Tract "A"; thence S00deg31min16secE along the Easterly limits of said Tract "A", said Easterly limits also being the Easterly limits of said Plat of "CENTER-GATE NO. ONE", for 392.25 feet thence S89deg28min44secW for 247.96 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S00deg31min16secE for 71.83 feet; thence S89deg28min44secW for 115.00 feet; thence S00deg31min16secE for 63.33 feet; thence S89deg28min44secW for 71.83 feet; thence N00deg31min16secW for 135.17 feet; thence N89deg28min44secE for 186.83 feet to the POINT OF BEGINNING.

LESS:

BUILDING "3-B" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Northeast corner of said Tract "A"; thence S00deg31min16secE along the Easterly limits of said Tract "A", said Easterly limits also being the Easterly limits of said Plat of "CENTER—GATE NO. ONE", for 392.25 feet; thence S89deg28min44secW for 37.71 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S00deg31min16secE for 71.83 feet; thence S89deg28min44secW for 198.67 feet; thence N00deg31min16secW for 71.83 feet; thence N89deg28min44secE for 198.67 feet to the POINT OF BEGINNING.

## CENTERGATE 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 THE OF PROJECT: AMENDED MASTER DECLARATION - EXHIBIT 26

SHEET HAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

FRED ARED: TOP: KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWS 91: Chen! DATE: 10/24/02

DIVIS. DECORD 81: SCALE: N/A

GEORGE 81: PROJECT NO: 98N041-5860

OF 5 SHEETS

199 of 276

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DECLARATION

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SUPPLYSURVEY/SKETCH

COMPANYES SENGINERRYG AND

LESS:

BUILDING "3-C" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Northeast corner of said Tract "A"; thence S00deg31min16secE along the Easterly limits of said Tract "A", said Easterly limits also being the Easterly limits of said Plat of "center—gate no. one", for 490.11 feet; thence S89deg28min44secW for 28.53 feet to the POINT OF BEGINNIG of the hereinafter described parcel; thence S00deg31min16secE for 167.17 feet; thence S89deg28min44secW for 186.83 feet; thence N00deg31min16secW for 71.83 feet; thence N89deg28min44secE for 115.00 feet; thence N00deg31min16secW for 95.33 feet; thence N89deg28min44secE for 71.83 feet to the POINT OF BEGINNING.

LESS: BUILDING "3-D" PARCEL

A parcel of land being 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, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence S00deg31min16secE along the Easterly limits of said Tract "A", said Easterly limits also being the Easterly limits of said Plat of "CENTER—GATE NO. ONE", for 676.40 feet; thence S89deg28min44secW for 226.28 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S89deg28min44secW for 198.67 feet; thence N00deg31min16secW for 71.83 feet; thence N89deg28min44secE for 198.67 feet; thence S00deg31min16secE for 71.83 feet to the POINT OF BEGINNING.

Said Parcel contains 66,866.27 Square Feet or 1.53 Acres more or less.

CENTERGATE 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 SHEET HAVE: AMENDED MASTER DECLARATION - EXHIBIT 26
SHEET HAVE: LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PROPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.
DRAWN BY: Cherit DATE: 10/24/02 SHEET:
DRIC OFENEED BY: SCALE: N/A
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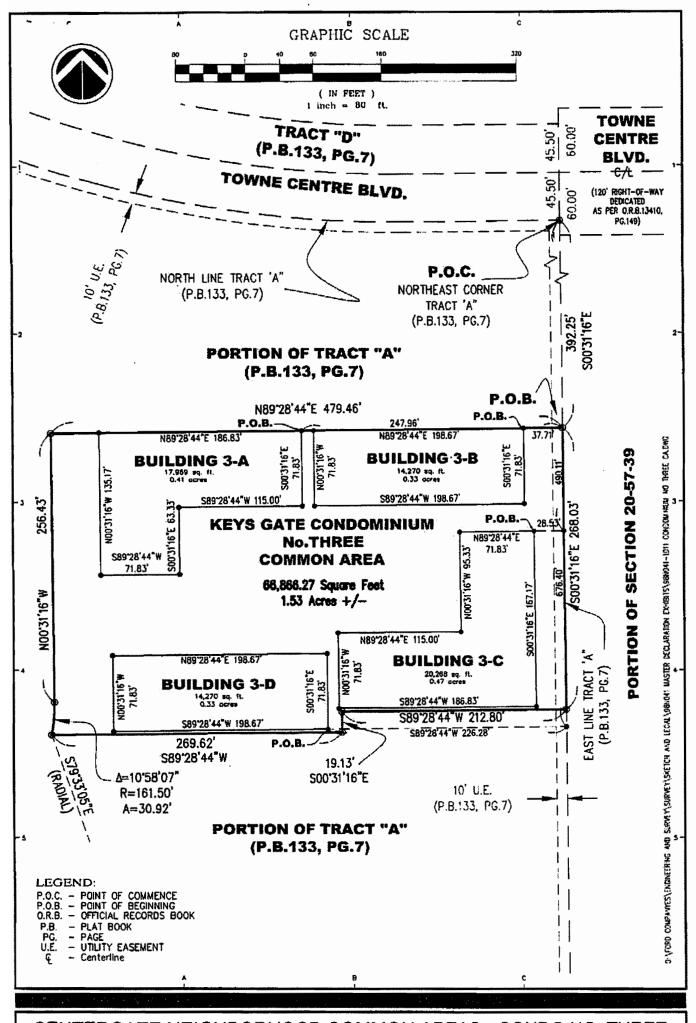
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## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. THREE



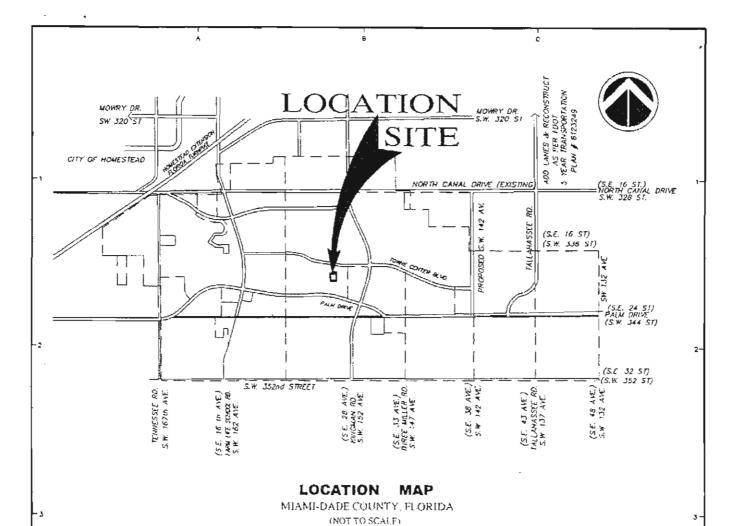
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 SHET HAME. SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PROPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAIN 8% Cherif DATE: 10/24/02 SHEET.

DRE CHEROED BY: SCALE: 1" = 80'

98N041-5860



### 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 hereon.

| 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: FEBRUARY 19, 2002 Revision 1: OCTOBER 24, 2002 Revision 2: JANUARY 10, 2003 Revision 3: MAY 7, 2003

Revision 4:

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

## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FOUR



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 941h AVENUE, 2nd FLOOR MIAMI, FLORIDA 33:72 PH. (305) 477-6472 FAX (305) 470-2805

THE OF PROJECT:

AMENDED MASTER DECLARATION - EXHIBIT 26

SHET HAVE:

SURVEYOR'S NOTES AND LOCATION MAP

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202 of 127

LEGAL/38RIGO MASTER DECLARATION EXHIBITS/38RIGAT=5860 CONDOMINUM HO FOUR CAUNG

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### **SURVEYOR'S NOTES:**

- 1) This is not a Boundary Survey, but anly a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearing shown hereon are based on an assumed value of S00deg31min16secE along the East 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 reparts 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.

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CONDOMINIUM NO FOUR

ANSTER DECLARATION EXTRRITS (984041-5860)

\98HC41

# CENTERGATE 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 THRE OF PROJECT AMENDED MASTER DECLARATION - EXHIBIT 26

SMETINGE: LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PROPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

DATE: 10/24/02 SMEET:

OMED GEDIED BY: STATE: N/A

DEDIED BY: 98N041-5860 or 5 SMEETS

20 20 27

A Parcel of land being 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, being more particularly described as follows:

BEGIN at the Southeast corner of Tract "B", of said "CENTER GATE NO. ONE"; thence N00deg31min15secW, along the Easterly limits of said Tract "B", said Easterly limits also being the Westerly limits of said Tract "A", for 108.23 feet; thence N89deg28min45secE for 149.50 feet; thence N13deg17min07secE for 69.00 feet; thence S84deg45min00secE for 84.05 feet; thence S03deg38min18secW for 175.84 feet; thence S00deg31min16secE for 163.85 feet; thence S89deg28min45secW for 231.96 feet; thence N00deg31min15secW for 172.44 feet; thence S89deg28min45secW for 4.88 feet to the POINT OF BEGINNING.

LESS:

BUILDING "4-A" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract "B" of said "CENTER—GATE NO. ONE", said Southeast corner of Tract "B" being on the Westerly limits of KEYS—GATE CONDOMINIUM NO. FOUR; thence N89deg28min45secE for 4.88 feet; thence S00deg31min15secE for 97.61 feet; thence N89deg28min45secE for 13.86 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence N89deg28min45secE for 198.67 feet; thence S00deg31min15secE for 71.83 feet; thence S89deg28min45secW for 198.67 feet; thence N00deg31min15secW for 71.83 feet to the POINT OF BEGINNING.

LESS:

BUILDING "4-B" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract "B" of said "CENTER—GATE NO. ONE", said Southeast corner of Tract "B" being on the Westerly limits of KEYS—GATE CONDOMINUM NO. FOUR; thence N00deg31min15secW along the Westerly limits of said Tract "B", along the Westerly limits KEYS GATE CONDOMINIUM NO. FOUR for 105.23 feet; thence N89deg28min45secE for 7.87 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence N89deg28min45secW for 63.33 feet; thence S00deg31min15secE for 71.83 feet; thence S89deg28min45secW for 71.83 feet; thence N00deg31min15secW for 186.83 feet to the POINT OF BEGINNING.

### CENTERGATE 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

TIPE OF PROJUCE AMENDED MASTER DECLARATION - EXHIBIT 26

SHET KAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PRESPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAIN BY: Cherif DATE: 10/24/02 SHEET:

DRC. CHEDROD BY: SCALE: N/A

OMEDICED BY: PROJUCT BN: 98/N041-5860 OF 5 SHEETS

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Q.)... \SURVEY, SVETCH AND LEGAL \SBNOA! MASTER DECLARATION EXHBITS \SBNOA!-5860 CONDOLARIUM NO FOUR CADING

LESS: BUILDING "4-C" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract "B" of said "CENTER—GATE NO. ONE", said Southeast corner of Tract "B" being the Westerly limits of KEYS—GATE CONDOMINIUM NO. FOUR; thence NOOdeg31min15secW along the Easterly limits of said Tract "B" along the Westerly limits of KEYS—GATE CONDOMINUM NO. FOUR for 37.76 feet; thence N89deg28min45secE for 157.11 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence NO5deg15min00secE for 134.67 feet; thence S84deg45min00secE for 71.83 feet; thence S05deg15min00secW for 134.67 feet; thence N84deg45min00secW for 71.83 feet to the POINT OF BEGINNING.

Said parcel contains 29,892.73 Square Feet or 0.68 Acres more or less.

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## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FOUR

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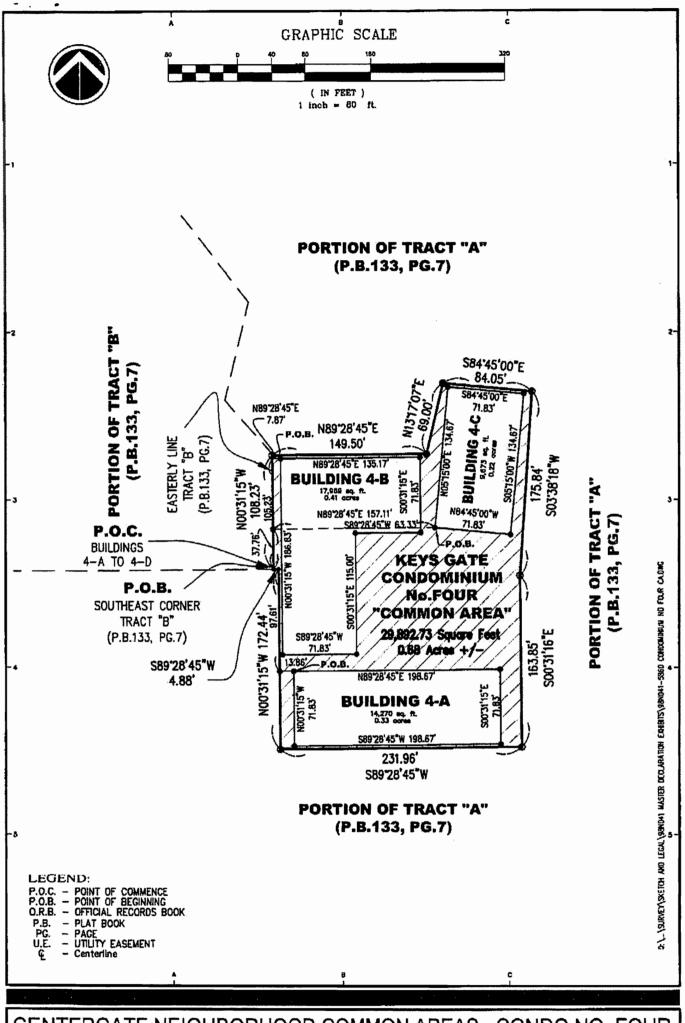


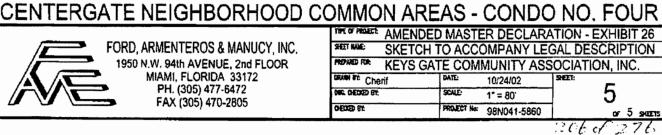
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

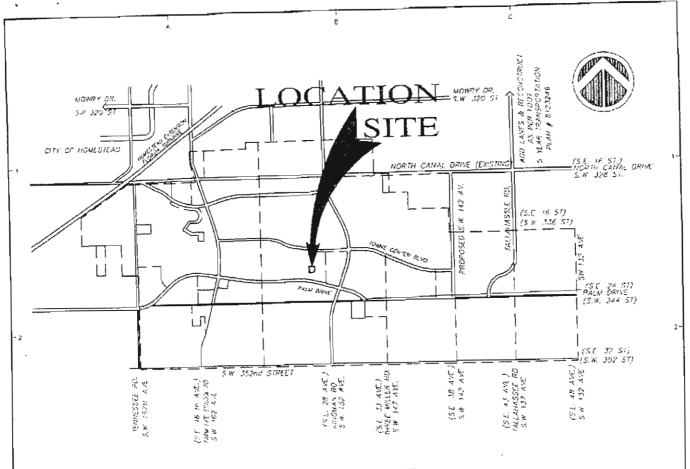
_	TYPE OF PROJECT.	AMENDED	) MAS	TER DECLA	RATION -	EXHIBIT 26
	SHEET HAVE	LEGAL DE	SCRIP	PTION TO A	COMPAN	IY SKETCH
	PREPARED FOR:		re coi	MMUNITY A	SSOCIATI	ON, INC.
	DRAWN BY: Che	rif	DATE:	10/24/02	SHEET:	4
	OWG, CHECKED BY:		SCALE	N/A	_	Δ

98N041-5860

PROJECT No.







### LOCATION MAP

MIAMI-DADE COUNTY, FLORIDA (NOT TO SCALE)

### 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 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: FEBRUARY 19, 2002 Revision 1: OCTOBER 24, 2002 Revision 2: JANUARY 10, 2003 Revision 3: MAY 7, 2003

Revision 4:

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

CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE

FORI 198

FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 SHEET NAME SURVEYOR'S NOTES AND LOCATION MAP

PROPERTY FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

SHAME BY: CONDIT DATE 10:24:02 DECT 1

DRE CHECKED BY: PROCEED B

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CONEDUMENT NO.

LEGAL (BERTOH) MASTER DECLARATION EXHBOTS (BEHOM: ~5850)

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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 S00deg31min16secE along the East 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.

O. ), SARKET, SKETCH AND LEGAL JOSHOHI LASTER DECLARATION EXHBITS JOHNMI—5650 CONDOUGHIN NO. FINE

### CENTERGATE 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 PROJECT. AMENDED MASTER DECLARATION - EXHIBIT 26

SHEET HAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PRIPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN BY Cherif IN/A SHEET.

CHANGE BY: PROJECT NO. 98 NO41-5860

CHANGE BY: PROJECT NO. 98 NO41-5860

208 pt 276

### **LEGAL DESCRIPTION:**

A Parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A", of "CENTER GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER GATE NO. ONE"; thence N00deg31min16secW, along the Easterly limits of said Tract "A" for 767.16 feet; thence S89deg28min44secW for 479.46 feet to the POINT OF BEGINNING of the hereinafter described Parcel; thence S00deg31min16secE for 98.96 feet to a point of curvature of a circular curve concave to the Northwest; thence Southerly along the arc of said curve having a radius of 161.50 feet and a central angle of 10deg58min06sec for 30.92 feet to a point on a nontangential intersection with a line bearing N89deg28min44secE; thence N89deg28min44secE for 24.39 feet to a nontangential intersection with the arc of a circular curve concave to the Northwest, said intersection bearing S80deg59min09secE from the center of said curve; thence Southwesterly along the arc of said curve having a radius of 185.50 feet and a central angle of 89deg52min25sec for 290.97 feet to a point of tangency, thence N81deg06min44secW for 42.42 feet; thence N00deg31min16secW for 275.03 feet; thence N89deg28min45secE for 233.67 feet to the POINT OF BEGINNING.

LESS: BUILDING "5-A" PARCEL

A parcel of land being 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 Southeast corner of said Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER—GATE NO. ONE"; thence NOOdeg31min16secW along the Easterly limits of said Tract "A" for 539.76 feet; thence S89deg28min44secW for 639.03 feet to the POINT OF BEGINNING of the hereinafter described Building "5—A" Parcel; thence S89deg28min44secW for 71.83 feet; thence NOOdeg31min16secW for 134.67 feet; thence N89deg28min44secE for 71.83 feet; thence S00deg31min16secE for 134.67 feet to the POINT OF BEGINNING.

LESS: BUILDING "5-B" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER—GATE NO. ONE"; thence NOOdeg31min16secW along the Easterly limits of said Tract "A" for 692.76 feet; thence S89deg28min44secW for 568.87 feet to the POINT OF BEGINNING of the hereinafter described Building "5—B" Parcel; thence S89deg28min45secW for 134.67 feet; thence NOOdeg31min15secW for 71.83 feet; thence N89deg28min45secE for 134.67 feet; thence S00deg31min15secE for 71.83 feet to the POINT OF BEGINNING.

## CENTERGATE 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 TITE OF PROJECT: AMENDED MASTER DECLARATION - EXHIBIT 26

SHIT HAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PREPARAD FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

SPANS BY Cherif DATE 10/24/02

SPANS BY Cherif SCALE N/A

DECKLO BY: PROJECT NO: 98N041-5860

UE 5 SHELTS

LESS: BUILDING "5-C" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER—GATE NO. ONE"; thence NO0deg31min16secW along the Easterly limits of said Tract "A" for 619.08 feet; thence S89deg28min44secW for 492.69 feet to the POINT OF BEGINNING of the hereinafter described Building "5—C" Parcel; thence N88deg01min15secW for 71.83 feet; thence N01deg58min45secE for 134.67 feet; thence S88deg01min15secE for 71.83 feet; thence S01deg58min45secW for 134.67 feet to the POINT OF BEGINNING.

Said parcel contains 33,501.01 Square Feet or 0.77 Acres more or less.

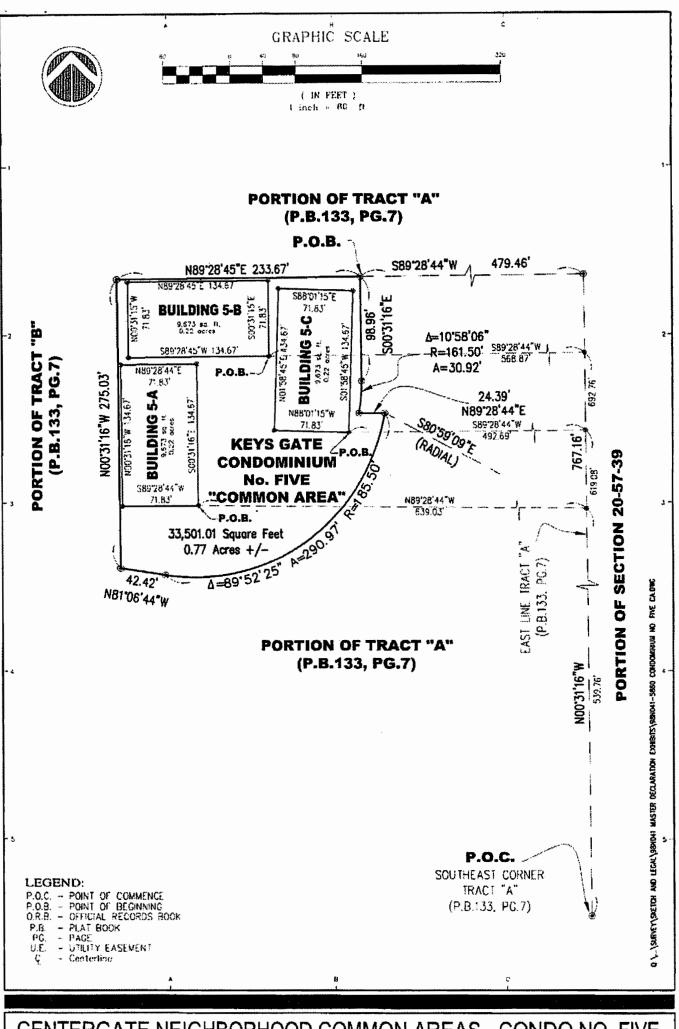
Q.\...\SJRVEY\SKETCH AND LEGAL\SBUGH WASTER DECLARATION EXHIBITS\SBUGH-5860 CONDOMNOM NO. FIVE CALDING

# CENTERGATE 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

	NDED MASTE	R DECLARA	TION - EXHIBIT 26
241 MANE: LEG	AL DESCRIPT	ION TO ACC	OMPANY SKETCH
SHEPARED TOR. KEY	S GATE COM	MUNITY ASS	OCIATION, INC.
SHAMS BY. Cherif	DAIE	10/24/02	SHEET
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CROSS ST:	FROLEC! No	98N041-5860	73 5 Section

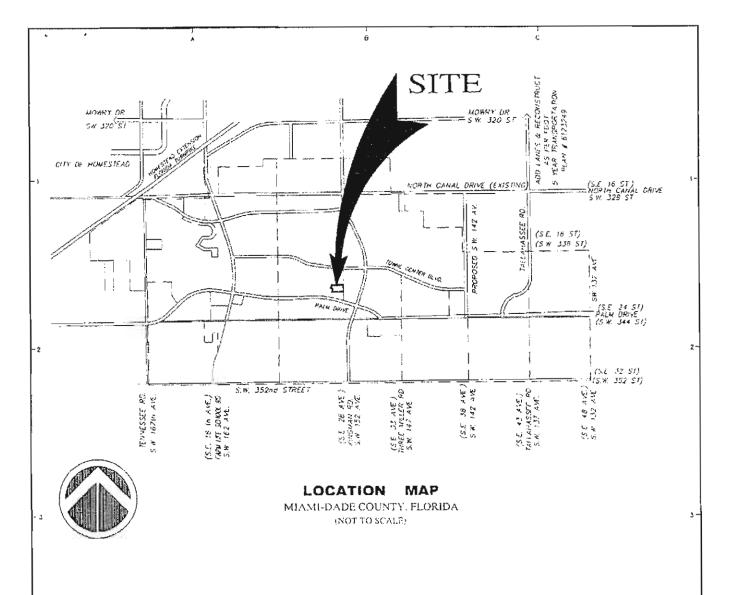


## CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. FIVE



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

TYPE OF PROJECTS	AMENDED	MASTE	R DECLARA	TION - EXHIBIT 26
SPECE MANE:	SKETCH T	O ACCO	OMPANY LEC	SAL DESCRIPTION
PREPARED FOR	KEYS GAT	E COM	<b>MUNITY ASS</b>	OCIATION, INC.
MAN ST Cher	f	CATE:	10/24/02	SHEET
DWG, ENECYED BY		SCALE	1" = 80"	1 5
Di(045 8)-		PROJECT No	98N041-5860	o 5 seess



### 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: FEBRUARY 19, 2002 Revision 1: OCTOBER 24, 2002 Revision 2: JANUARY 14, 2003

Revision 3: MAY 7, 2003 Revision 4:

> Edwin J. Fernandez, P.S.M. for the firm 3 ्रा

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

## CENTER GATE 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

AMENDED MASTER DECLARATION - EXHIBIT 26 LOCATION MAP AND SURVEYOR'S CERTIFICATE KEYS GATE COMMUNITY ASSOCIATION, INC. thank ar Chesi DATE 10/24/02 SCALE. DIC DEDID ST.

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98/\041-5860

PROJECT NO

or 5 sheets of 276

MASJER DECLARATION EXHIBITS/38MURI+5860 CONDOMBRUM NO. SIX CA DWG

### **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 SOOdeg31min16secE along the East 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 determin 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.

CENTER GATE 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

AMEN	DED WAS LEK DECLA	KATION - EXHIBIT 26
SHEET HANGE LEGAL	DESCRIPTION AND	SURVEYOR'S NOTES
PREPARED FOR: KEYS GA	TE COMMUNITY ASSOCIATI	ON, INC.
DRASSI BY: Cherif	DATE: 10/24/02	94011:
ONC. CHECATO BY:	SCALE: N/A	2
OFOOD BY	PROJECT NO DOLLOAS EGGS	

213 of 276

2-1. JSDRYFYSKETCH AND LEGALJEBNOM MASIER OKCLARATION EXHBISISBNOM-5880 CONDOUNUM NO. SIX CADING

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, being more particularly described as follows:

COMMENCE at the Southeast Corner of said Tract "A"; thence the following two (2) courses being along the East line of said Tract "A"; 1) thence NOOdeg31min16secW for 373.21 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; 2) thence continue NOOdeg31min16secW for 283.39 feet; thence S89deg28min44secW for 212.80 feet; thence S0Odeg31min16secE for 19.13 feet; thence S89deg28min44secW for 245.23 feet to a point on the arc of a circular curve, concave to the Northwest, a radial line to said point bears S80deg59min33secE; thence Southwesterly along the arc of said curve to the right, having for its elements a radius of 185.50 feet, through a central angle of 35deg35min41sec for an arc distance of 115.24 feet; thence S58deg47min40secE for 84.48 feet; thence S00deg31min16secE for 124.78 feet; thence N89deg28min44secE for 199.08 feet; thence N00deg31min16secW for 5.69 feet; thence N89deg28min44secE for 239.15 feet to the POINT OF BEGINNING.

LESS: BUILDING "6-A" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER GATE NO. ONE"; thence NOOdeg31min16secW along the Easterly limits of said Tract "A" for 562.76 feet; thence S89deg28min44secW for 229.80 feet to the POINT OF BEGINNING of the hereinafter described Building "6-A" Parcel; thence S89deg28min44secW for 198.67 feet; thence NOOdeg31min16secW for 71.83 feet; thence N89deg28min44secE for 198.67 feet; thence S0Odeg31min16secE for 71.83 feet to the POINT OF BEGINNING.

LESS:

BUILDING "6-B" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER-GATE NO. ONE"; thence NOOdeg31min16secW along the Easterly limits of said Tract "A" for 466.76 feet; thence S89deg28min44secW for 28.52 feet to the POINT OF BEGINNING of the hereinafter described Building "6-B" Parcel; thence S89deg28min44secW for 71.83 feet; thence NOOdeg31min16secW for 115.00 feet; thence S89deg28min44secW for 95.33 feet; thence NOOdeg31min16secW for 71.83 feet; thence N89deg28min44secE for 167.17 feet; thence S00deg31min16secE for 186.83 feet to the POINT OF BEGINNING.

## CENTER GATE 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

TYPE OF PROJECTS	AMENDE	D MASTE	R DECLAR	ATION - I	EXHIBIT 26
SHEET HAVE:	LEGAL D	ESCRIPT	ION AND SI	<b>JRVEYO</b>	R'S NOTES
PROPARED FOR	KEYS GATE	COMMUNIT	Y ASSOCIATION	N, INC.	
Cherif Cherif		DATE: 10/24/02		SHEET:	
GMC CHECKED BY:		SCALE:	N/A	1	3
OEOED BY:		PROJECT No:	98N041-5860	7	or 5 sweets

214 of 276

O. \... \SURVEYSKETCH AND LICAL\SONOOT HASTER DEGLARATION EXHIBITS\SONOOTI-5855\_CONDUMARIN NC. SIX CA.DMC

LESS:

BUILDING "6-C" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER—GATE NO. ONE"; thence N00deg31min16secW along the Easterly limits of said Tract "A" for 376.04 feet; thence S89deg28min44secW for 40.48 feet to the POINT OF BEGINNING of the hereinofter described Building "6—C" Parcel; thence S89deg28min44secW for 198.67 feet; thence N00deg31min16secW for 71.83 feet; thence N89deg28min44secE for 198.67 feet; thence S00deg31min16secE for 71.83 feet to the POINT OF BEGINNING.

LESS:

BUILDING "6-D" PARCEL

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER-GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER-GATE NO. ONE"; thence N00deg31min16secW olong the Easterly limits of said Tract "A" for 370.29 feet; thence S89deg28min44secW for 248.90 feet to the POINT OF BEGINNING of the hereinafter described Building "6-D" Parcel; thence S89deg28min44secW for 186.83 feet; thence N00deg31min16secW for 135.17 feet; thence N89deg28min44secE for 71.83 feet; thence S00deg31min16secE for 63.33 feet; thence N89deg28min44secE for 115.00 feet; thence S00deg31min16secE for 71.83 feet to the POINT OF BEGINNING.

Said parcel contains 59,767.93 Square Feet or 1.37 Acres more or less.

V. VELPYTY) SKE OF AND LEGAL VORDER: VASTER BECLARATION CHIRBITS (984044 -5RED)

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CONDOMINEN

## CENTER GATE 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 INDICE. AMENDED MASTER DECLARATION - EXHIBIT 26

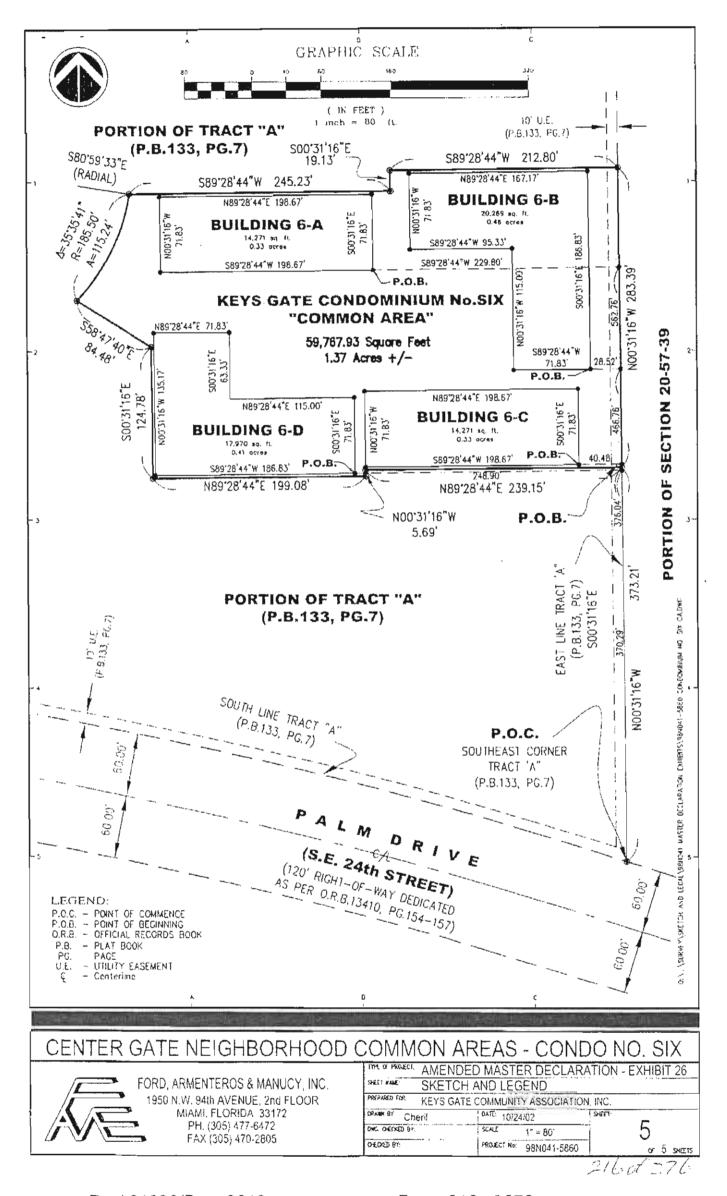
PACE NAME: LEGAL DESCRIPTION AND SURVEYOR'S NOTES

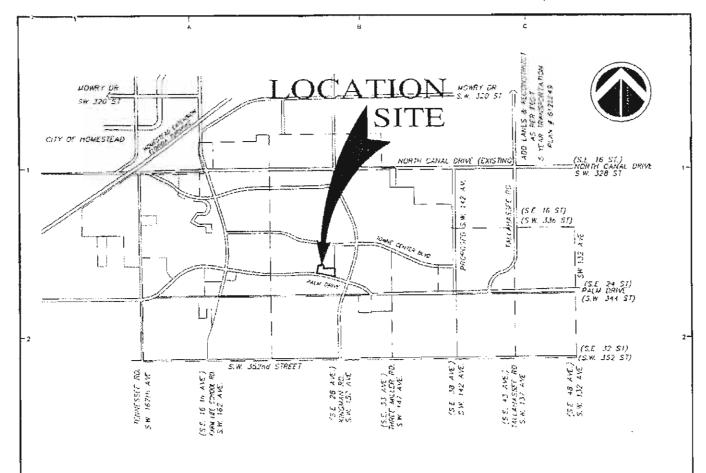
PROPRIED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

(OURS DE CHOUTE BY SOULE N/A

OCOTO BY.

PROJECT NO 98N041-5860





MIAMI-DADE COUNTY, FLORIDA (NOT TO SCALE)

#### 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 & Manuey, Inc. L.B. 6557

Date: FEBRUARY 19, 2002 Revision 1: OCTOBER 24, 2002

Revision 2: JANUARY 10, 2003

Revision 3: MAY 7, 2003

Revision 4:

Edwin J. Fernandez, P.S.M. for the firm

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

### CENTER GATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SEVEN

FOI

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

PROJECT NAME: AMENDED MASTER DECLARATION - EXHIBIT 26

SHELL NAME: SURVEYOR'S NOTES AND LOCATION MAP

HIGHWARD FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

DUANT BY Cheri INJECT 10/22 PROJECT NO 98NC41-5860; or 5 SHELTS

217 0 271

MASTER DECEMBAND ON EXPERIENCE STREAM - 6FISO COMBINIOUS NO SOVEN ON DING

JSUPPLEY SYCHUM AND LEGAL YORKOM

#### **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 S00deg31min16secE along the East 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.

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## CENTER GATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SEVEN



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

THE OF PROJECT:

AMENDED MASTER DECLARATION - EXHIBIT 26

SHET HAME:

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PREPARED FOR:

KEYS GATE COMMUNITY ASSOCIATION, INC.

DRUMH 87 Cheril DATE: 10/24/02

DREC DECKED 87: SCALE: N/A

DRECORD 87: PROJECT No. 98N041-5860

OF 6 SHEETS

2188 276

A Parcel of Land being 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, being more particularly described as follows:

BEGIN at the Southeast Corner of said Tract "A", of "CENTER GATE NO. ONE", said Southeast corner being in the Northerly Right—Of—Way Line of PALM DRIVE, as recorded in Official Records Book 1341, at Page 154 of the Public Records of Dade County, Florida; thence along the Southerly limits of said Tract "A", along said Northerly Right-of-way for the following two (2) courses; 1) N72deg52min39secW for 98.91 feet to the point of curvature of a circular curve concave to the South; 2) thence Northwesterly along the arc of said curve having a radius of 3653.61 feet and a central angle of 9deg51min38sec for 628.79 feet to a point on a nontangential intersection with a line bearing N8deg53min16secE; thence N8deg53min16secE for 319.31 feet to an intersection with the arc of a circular curve concave to the Northwest, bearing S3deg43min00secW from the center of said curve; thence Easterly along the arc of said curve having a radius of 185.50 feet and a central angle of 49deg06min28sec for 158.99 feet to a point on a nontangential intersection with a line bearing S58deg47min40secE; thence S58deg47min40secE for 84.48 feet; thence S00deg31min16secE for 124.78 feet; thence N89deg28min44secE for 199.08 feet; thence N00deg31min16secW for 5.69 feet; thence N89deg28min44secE for 239.15 feet to an intersection with the Easterly limits of said Tract "A"; thence S00deg31min16secE, along the Easterly limits of said Tract "A" for 373.21 feet to the POINT OF BEGINNING.

LESS: Building "7-A" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER—GATE NO. ONE"; thence N00deg31min16secW along the Easterly limits of said Tract "A" for 324.40 feet; thence S89deg28min44secW for 439.26 feet to the POINT OF BEGINNING of the hereinafter described Building "7—A" Parcel; thence S87deg28min45secW for 71.83 feet; thence N02deg31min15secW for 166.67 feet; thence N87deg28min45secE for 71.83 feet; thence S02deg31min15secE for 166.67 feet to the POINT OF BEGINNING.

LESS:

Building "7-B" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER—GATE NO. ONE"; thence NOOdeg31min16secW along the Easterly limits of said Tract "A" for 273.66 feet; thence S89deg28min44secW for 232.25 feet to the POINT OF BEGINNING of the hereinafter described Building "7—B" Parcel; thence continue S89deg28min44secW for 198.67 feet; thence NOOdeg31min16secW for 71.83 feet; thence N89deg28min44secE for 198.67 feet; thence S00deg31min16secE for 71.83 feet to the POINT OF BEGINNING.

### CENTER GATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SEVEN



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

OFOXED BY.		PROJECT No.	98N041-5860	or 6 sweets
ONC. CHECKED BY.		SCALE:	N/A	3
Che	nf	DATE	10/24/02	SHEET:
PREPARED FOR:	KEYS GA	TE COM	MUNITY ASS	SOCIATION, INC.
SKEL WAVE:	LEGAL DI	ESCRIPT	TON TO ACC	COMPANY SKETCH
FIFE OF PROMEST.	AMENDE	DMASI	R DECLARA	ATION - EXHIBIT 26

219 of 276

C.). ISUBILITIES/EICH AND LEGAL/BBAGAL UASTER DECLARATION EXHIBITS/BBND41-5886 CONDOUNDA NO SEVEN CALDAG

LESS:

Building "7-C" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of saidTract "A" of "CENTER-GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER-GATE NO. ONE"; thence NOOdeg31min16secW along the Easterly limits of said Tract "A" for 203.21 feet; thence S89deg28min44secW for 28.42 feet to the POINT OF BEGINNING of the hereinafter described Building "7-C" Parcel; thence S89deg28min44secW for 71.83 feet; thence NOOdeg31min16secW for 95.33 feet; thence S89deg28min44secW for 115.00 feet; thence NOOdeg31min16secW for 71.83 feet; thence N89deg28min44secE for 186.83 feet; thence S00deg31min16secE for 167.17 feet to the POINT OF BEGINNING.

LESS:

Building "7-D" Parcel

A parcel of land being a portion of said 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, being more particularly described as follows: COMMENCE at the Southeast corner of Tract "A" of said "CENTER-GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER-GATE NO. ONE"; thence N00deg31min16secW along the Easterly limits of said Tract "A" for 50.73 feet; thence S89deg28min44secW for 63.37 feet to the POINT OF BEGINNING of the hereinafter described Building "7-D" Parcel; thence N74deg03min35secW for 186.83 feet; thence N15deg56min25secE for 71.83 feet; thence S74deg03min35secE for 115.00 feet; thence S15deg56min25secE for 135.17 feet to the POINT OF BEGINNING.

LESS:

Building "7-E" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER-GATE NO. ONE", said Southeast corner of Tract "A" being on the Northerly Right-Of-Way line of Palm Drive, as recorded in Official Records Book 1341, at Page 154, of the Public Records of Dade County, Florida; thence along the Southerly limits of said Tract "A", along said Northerly Right-Of-Way line for the following two (2) courses: (1) N72deg52min39secW for 98.91 feet to a point of curvature of a circular curve concave to the South; (2) Northwesterly along the arc of said curve having a radius of 3,653.61 feet and a central angle of 2deg43min58sec for 174.26 feet to a point on the arc of said curve bearing N14deg23min23secE from the center of said curve; thence N14deg23min23secE for 29.80 feet to the POINT OF BEGINNING of the hereinafter described Building "7-E" Parcel; thence N77deg33min35secW for 198.67 feet; thence N12deg26min25secE for 71.83 feet; thence S77deg33min35secE for 198.67 feet; thence S12deg26min25secW for 71.83 feet to the POINT OF BEGINNING.

### CENTER GATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SEVEN



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

_	TIPE OF PROJECT:	AMENINE	DMAGT	ED DECLAD	ATION - EXHIBIT 26
	SHEET RAME			A	COMPANY SKETCH
	PROPARED FOR:	***************************************			SOCIATION, INC.
	DRAIN BY: Cherif		DATE:	10/24/02	SOCIATION, INC.
	ONC DECOSO BY.	i(i	SCALE	N/A	1
	CHECKED BY.	······································	PROJECT No	98N041-5860	or 6 seems

220 of 276

O ). (SARGET; SKEICH AND LEGAL (BRIGHT MASTER DECLAPATION EXHBIBS) 394041-5950 CONCOUNDUR NO SEYEN CADMS

LESS: Building "7-F" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" being on the Northerly Right—Of—Way line of Palm Drive, as recorded in Official Records Book 1341, at Page 154, of the Public Records of Dade County, Florida; thence along the Southerly limits of said Tract "A", along the said Northerly Right—Of—Way line for the following two (2) courses: (1) N72deg52min39secW for 98.91 feet to a point of curvature of a circular curve concave to the South; (2) Northwesterly along the arc of said curve having a radius of 3,653.61 feet and a central angle of 5deg58min57sec for 381.49 feet to a point on the arc of said curve bearing N11deg08min24secE from the center of said curve; thence N11deg08min24secE for 28.84 feet to the POINT OF BEGINNING of the hereinafter described Building "7—F" Parcel; thence N80deg11min33secW for 198.67 feet; thence N09deg48min27secE for 71.83 feet to the POINT OF BEGINNING.

LESS:
Building "7-G" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "A" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "A" also being the Southeast corner of said "CENTER—GATE NO. ONE"; thence NODdeg31min16secW along the Easterly limits of said Tract "A" for 273.66 feet; thence S89deg28min44secW for 589.87 feet to the POINT OF BEGINNING of the hereinafter described Building "7—G" Parcel; thence S89deg30min00secW for 71.83 feet; thence NODdeg30min00secW for 166.67 feet; thence N89deg30min00secE for 71.83 feet; thence S00deg30min00secE for 166.67 feet to the POINT OF BEGINNING.

Said parcel contains 115,619.33 Square Feet or 2.65 Acres more or less.

CONTRACTION AND LIGHT GENERAL MASTER CECLARATION EXHIBIS/198451-5660 CONDOMINUM NO SEVEN CADING

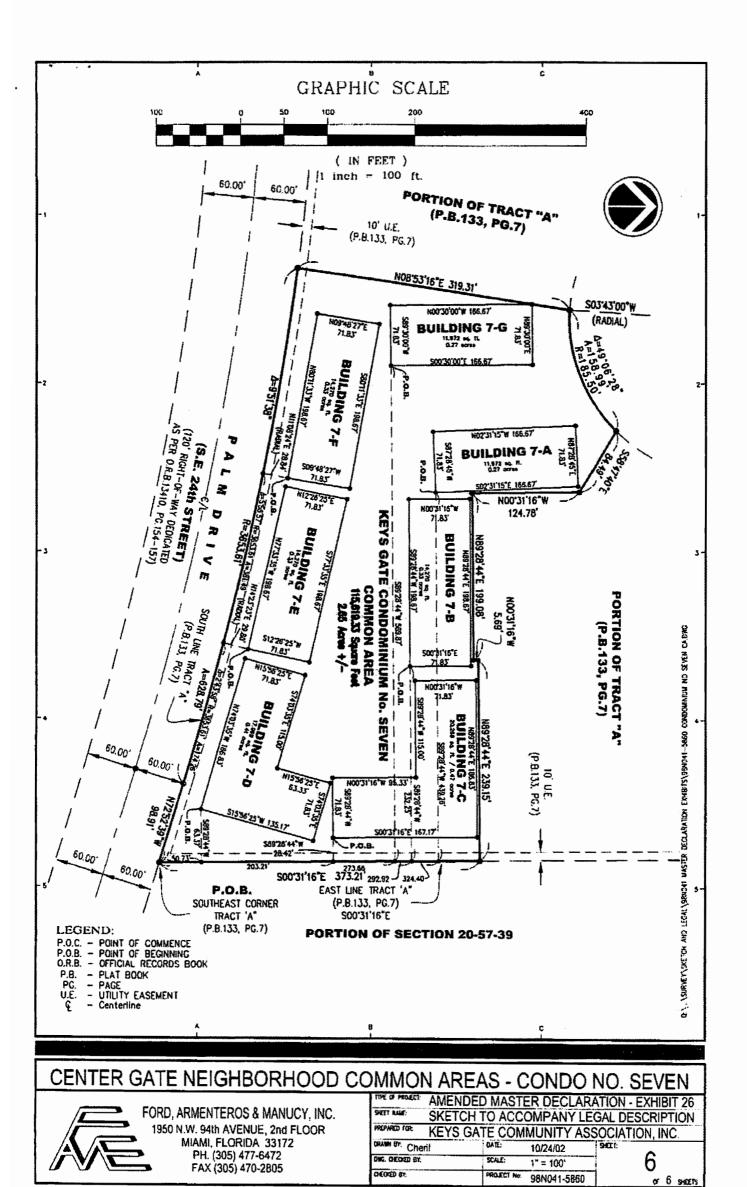
### CENTER GATE NEIGHBORHOOD COMMON AREAS - CONDO NO. SEVEN



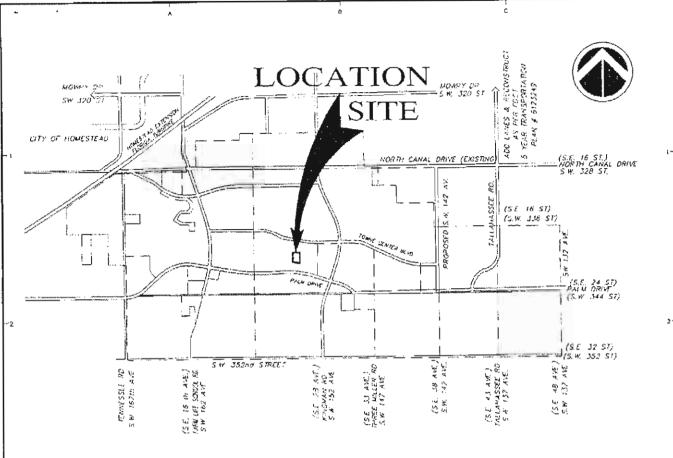
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

1	TIPE OF PROJECT:	AMENDE	) MASTI	ER DECLARA	ATION - EXHIBIT 26		
	DEET HAVE:				OMPANY SKETCH		
1	PROPARED FOR	PART FOR KEYS GATE COMMUNITY ASSOCIATION, INC.					
	DRAWN 8Y: Ches	of .	DATE	10/24/02	SET:		
	DEC. OLDED BY		SCALE:	N/A	5		
	CHEOGED BY:		PROJECT No:	98N041-5860	or 6 sheets		

221 of 276



722 of 276



MIAMI-DADE COUNTY, FLORIDA (NOT TO SCALE)

#### 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, Florido Administrative Code.

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

Date: FEBRUARY 19, 2002

Revision 1: OCTOBER 24, 2002

Revision 2: JANUARY 10, 2003

Revision 3: MAY 7, 2003

Revision 4:

Edwin J. Fernandez, P.S.M. for the firm

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

CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. EIGHT

FOI

FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAM!, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 SURVEYOR'S NOTES AND LOCATION MAP

SURVEYOR'S NOTES AND LOCATION MAP

KEYS GATE COMMUNITY ASSOCIATION, INC.

ORANGE TO Cheril DATE 10/24/02 SHEET

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MASTER OCCLARATION EXHBITS/98/64"-- SARD CONDOMARDY NO

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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 S00deg31min16secE along the East 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.

CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. EIGHT



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 26** SHEET KANE LEGAL DESCRIPTION TO ACCOMPANY SKETCH PREPARED FOR WAYNE ROSEN DRAWN BY: Chenf 10/24/02 DAC DECOSO 8 SCALE N/A HEOGD BY: PROJECT No.

98N041-5860

(SURVEY) SKEICH AND LEGAL (98NDM BASTER DECLARATION EXHIBIS (38NOM-5860 CONDOMINATION DON)

A Parcel of Land being 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, being more particularly described as follows:

BEGIN at the Southeast corner of Tract "B" of said "CENTER GATE NO. ONE"; thence N89deg28min44secE, along the Easterly projection of the South line of said Tract "B" for 4.88 feet; thence S00deg31min16secE for 172.44 feet; thence S89deg28min44secW for 1.71 feet; thence S00deg31min16secE for 275.03 feet; thence N81deg06min44secW for 253.82 feet to a point of curvature of a circular curve concave to the South; thence Northwesterly along the arc of said curve having a radius of 294.50 feet and a central angle of 7deg00min30sec for 36.02 feet to a point of nontangential intersection with a line bearing NOOdeg31min16secW; thence NOOdeg31min16secW for 377.00 feet to intersection with the South line of Tract "C" of said "CENTER GATE NO. ONE"; thence N52deg40min58secE along the Southeast line of said Tract "C" for 42.20 feet to an intersection with the Southwest corner of said Tract "B"; thence N89deg28min44secE, along the South line of said Tract "B" for 249.26 feet to the POINT OF BEGINNING.

LESS: Building "8-A" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of Tract "B" of said "CENTER-GATE NO. ONE", said Southeast corner of Tract "B" also being the Northeast corner of Keys-Gate Condominium No. Eight; thence S89deg28min44secW along the Southerly limits of said Tract "B" for 209.08 feet; thence S00deg31min16secE for 186.90 feet to the POINT OF BEGINNING of the hereinafter described Building "8-A" Parcel; thence continue S00deg31min16secE for 115.00 feet; thence N89deg28min44secE for 63.33 feet; thence S00deg31min16secE for 71.83 feet; thence S89deg28min44secW for 135.17; thence N00deg31min16secW for 186.83 feet; thence N89deg28min44secE for 71.83 feet to the POINT OF BEGINNING.

IFSS. Building "8-B" Parcel

A porcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "B" of "CENTER-GATE NO. ONE", said Southeast corner of Tract "B" also being the Northeast corner of Keys-Gate Condominium No. Eight; thence S89deg28min44secW along the Southerly limits of said Tract "B" for 205.84 feet; thence S00deg31min16secE for 39.11 feet to the POINT OF BEGINNING of the hereinafter described Building "8-B" Parcel; thence S00deg31min16secE for 134.67 feet; thence S89deg28min44secW for 71.83 feet; thence N00deg31min16secW for 137.67 feet; thence N89deg28min44secE for 71.83 feet to the POINT OF BEGINNING.

### CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. EIGHT



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 26
SHET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH PREPARED FOR WAYNE ROSEN ORANN BY: Cherif 10/24/02 DWG CHECKED BY: 3 SCALE: N/A PROJECT No. OFFOOD St.

98N041-5860

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UASTER DECLARATION EXHBITS/9981541-5860 CONDEMINAUL

O \ . \SURVEYSKETCH AND LEGAL YSBNOWN

LESS:

Building "8-C" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "B" of "CENTER-GATE NO. ONE", said Southeast corner of Tract "B" also being the Northeast corner of Keys-Gate Condominium No. Eight; thence S89deg28min44secW along the Southerly limits of said Tract "B" for 185.94 feet; thence S00deg31min16secE for 7.67 feet to the POINT OF BEGINNING of the hereinafter described Building "8-C" Parcel; thence N89deg28min44secE for 186.83 feet; thence S00deg31min16secE for 167.17 feet; thence S89deg28min44secW for 71.83 feet; thence N00deg31min16secW for 95.33 feet; thence S89deg28min44secW for 115.00 feet; thence N00deg31min16secW for 71.83 feet to the POINT OF BEGINNING.

LESS:

Building "8-D" Parcel

A parcel of land being 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, being more particularly described as follows:

COMMENCE at the Southeast corner of said Tract "B" of "CENTER—GATE NO. ONE", said Southeast corner of Tract "B" also being the Northeast corner of Keys—Gate Condominium No. Eight; thence S89deg28min44secW along the Southerly limits of said Tract "B" for 71.73 feet; thence S00deg31min16secE for 188.70 feet to the POINT OF BEGINNING of the hereinafter described Building "8—D" Parcel; thence N89deg28min44secE for 71.83 feet; thence S00deg31min16secE for 198.67 feet; thence S89deg28min44secW for 71.83 feet; thence N00deg31min16secW for 198.67 feet to the POINT OF BEGINNING.

Said parcel contains 58,998.76 Square Feet or 1.35 Acres more or less.

SURVENSKETCH AND LEGAL (98004) MASTER DECLARATION ENROITS (98004)

SECHT CADES

CONCOMIN UM

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### CENTERGATE NEIGHBORHOOD COMMON AREAS - CONDO NO. EIGHT



FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 TITLE OF PROJECT: AMENDED MASTER DECLARATION - EXHIBIT 26

SPECT HAVE: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PREPARED FOR: WAYNE ROSEN

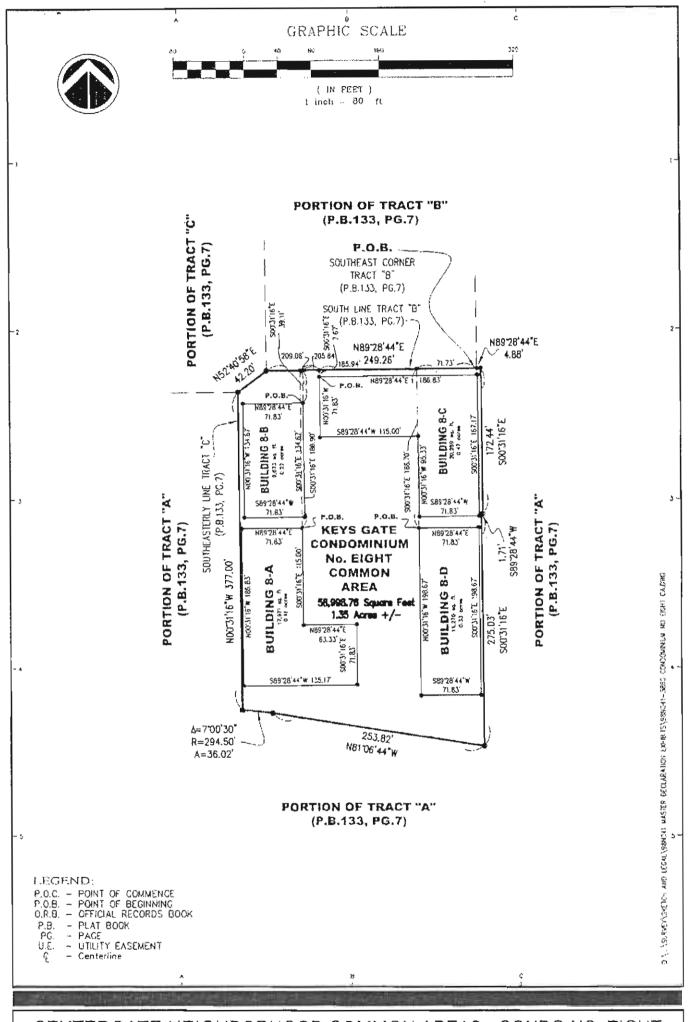
DRAW OF ST. Cherif DATE: 10/24/02

SCALE: N/A SEET:

DRAW OF ST. SPACET NO. 98N041-5860

OF 5 SACETS

226 H 276

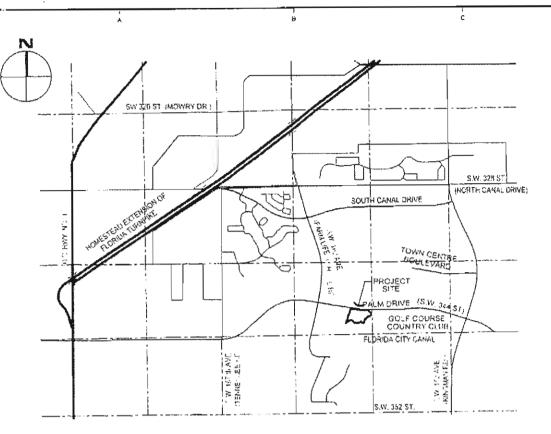




### EXHIBIT 27

### MASTER COMMON AREAS

Amended and Restated Declaration of Master Covenants
228 of 276



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 \$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 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.
- 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 Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003

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

## MASTER COMMON AREAS - AMPHITHEATER



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

CHECKED &U.		PROJECT No.	98N041-5860	1	or 3 sweets
DAKE CHECKED BY:		SCALE	AS SHOWN		7
DRAME BY:	B. ROJAS	DATE:	10-24-2002	SPEET:	4
PREPARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.				
SHEET NAME:	LOCAT	ON MAP	& SURVEYO	R'S NO	TES
THE OF PROJECT:	AMEND	ED MAS	TER DECLAP	POITAS	- EXHIBIT 27

#### LEGAL DESCRIPTION:

A parcel of land being a partion of Black 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:

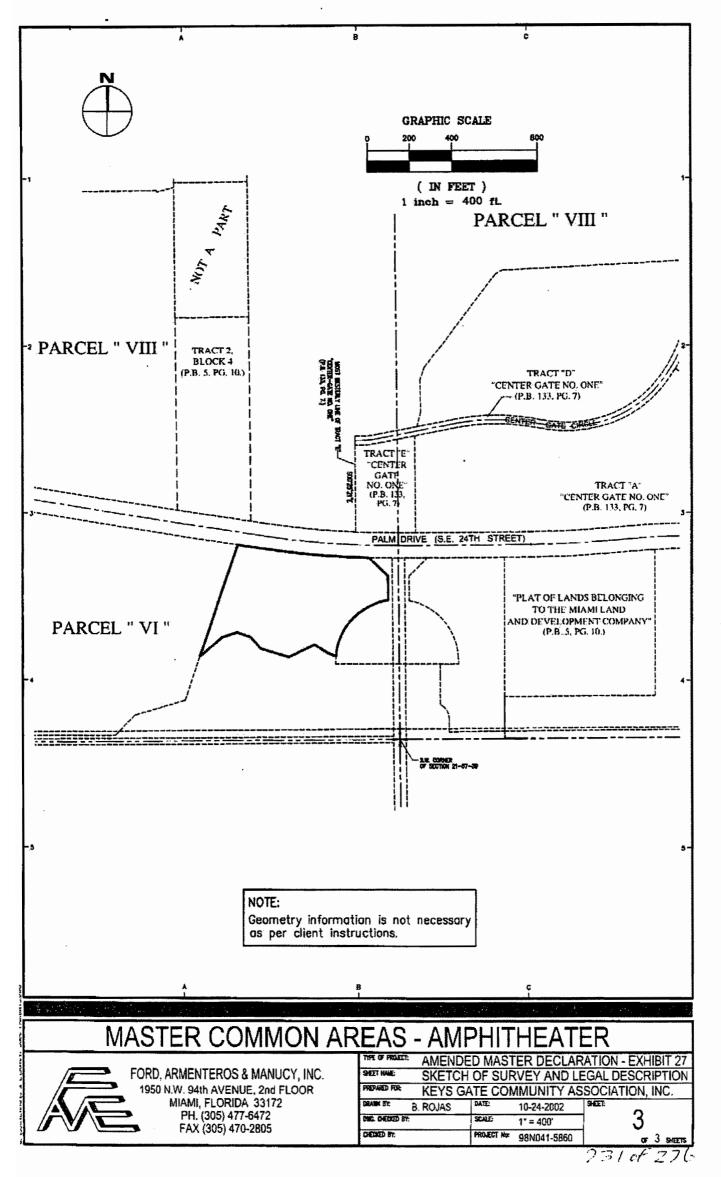
Commence of the Southeast corner of sald section 20; thence N00°25'21"W along the Eost line of said section 20 for 780.32 feet; thence S89°34'39"W for 50.50 feet to a point of intersection with a line being 50.50 feet Westerly of as measured at right angles and parallel with said east line of Section 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 arc of a circular curve concove to the Southeast, Bearing N09°19'08"W from the center of said curve; thence Sauthwesterly 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 far 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, Florido; thence along said Sautherly Right—of—Way line for the following two (2) courses: (1) S81'00'43"E for 106.19 feet to a point of curvoture 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'D0"E for 125.25 feet to the POINT OF BEGINNING. Said parcel containing 7.03 Acres, more or less.

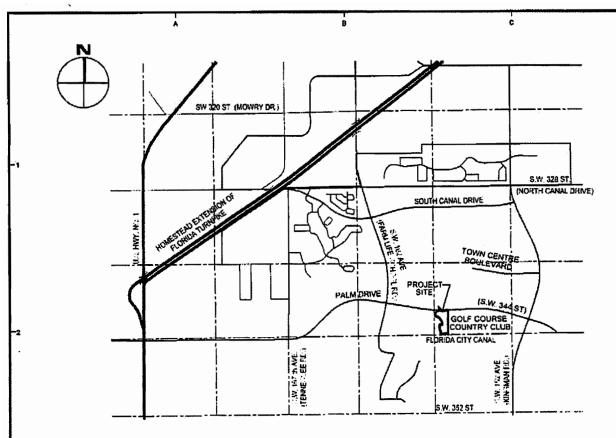
# MASTER COMMON AREAS - AMPHITHEATER



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

CHEXED SU:		PROJECT No:	98N041-5860	OF 3 SHEETS
DHIC CHECKED BY	: 	SCALE:	1" = 400"	
DRAMM 81:	B. ROJAS	DATE	10-24-2002	SHEET:
PREPARED FOR	KEYS 0	ATE CO	MMUNITY AS	SOCIATION, INC.
SHEET HAVE	SKETCI	H OF SU	RVEY AND L	GAL DESCRIPTION
TYPE OF PROJECT:	AMEND	ED MAS	TER DECLAF	ZATION - EXHIBIT 27





SCALE: 1" = 3.000'

### **SURVEYOR'S HOTES:**

- 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 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 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

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

TYPE OF PROJECT.	AMENDE	D MAST	ER DECLAR	ATION - EXHIBIT 27			
SHEET HAVE:	LOCATIO	LOCATION MAP & SURVEYOR'S NOTES					
PREPARED FOR	KEYS GA	KEYS GATE COMMUNITY ASSOCIATION, INC.					
ORAIN ST:	B. ROJAS	DATE	10-24-2002	9621:			
DARY CHECKED BJ.		SCALE:	AS SHOWN	1			
CHECKED BIT.		PROJECT No:	98N041-5860	or 3 sects			

#### 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 plot thereof, as recarded 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 NOO '25'21"W along the West line of soid Section 21 for 31.00 feet, more or less, to an intersection with the Northerly Right-of-Way line of the Florido city Canol, as described in Official Records Book 8763, at Poge 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 olang 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 NOO 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 soid 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'E for 190.94 feet; thence N90' 00'00"E for 88.20 feet; thence NO2 \*29'26"W for 35.04 feet to a point of curvature of o circular curve concave to the Southwest; thence Northwesterly along the arc of soid curve having a radius of 286.65 feet and a central ongle 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, soid 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 "Palm 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 soid Southerly Right—of—Way line for 364.79 feet; thence S00'00'00"E for 831.30 feet to on intersection with soid Northerly Right-of-Woy line (Top of Bank) of the Florida City Conol; thence meandering olong said reference course along said Top of Bank S89 "01"34"W for 263.56 feet, more or less, to the POINT OF BEGINNING. Said parcel containing 6.11 Acres, more or less.

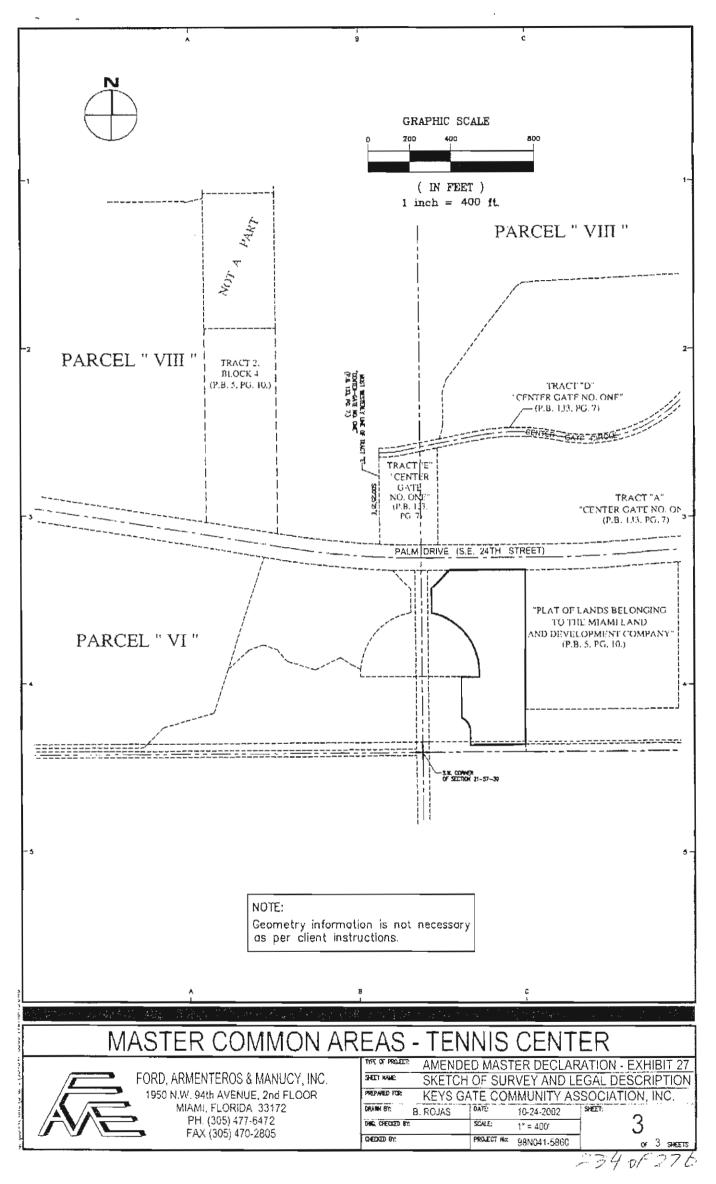
# MASTER COMMON AREAS - TENNIS CENTER

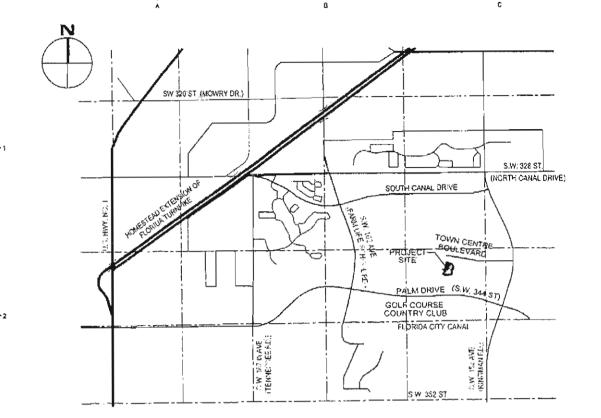


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

THE OF PROSECUL	AMENUE	D MAST	EK DECLAR	ATION - EXHIBIT 27
SELT KAR	SKETCH	OF SUR	VEY AND LE	GAL DESCRIPTION
PREPARED FOR	KEYS GA	TE COM	IMUNITY AS	SOCIATION, INC.
DRAMM 810 B.	ROJAS	DATE	10-24-2002	SHECT:
DML CHECKED 87:		SCALE	1" = 4CO	2
CHEDOD ET:		PROJECT No.	98N041-5860	or 3 seems

233 df 276





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 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 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 orising 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.

#### 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, Florido Administrative Code.

Ford, Armenteros & Manucy, Inc.

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

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

### CENTER GATE MASTER COMMON AREA

FOR

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 27

SHEET NAME: LOCATION MAP & SURVEYOR'S NOTES

PROPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

CHARMED: B ROJAS DATE: 10-24-2002

CHECATOR BY: 950ALE: AS SHOWN

CHECATOR BY: 98ND41-5860

OF 2 SHEETS

## LEGAL DESCRIPTION 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 Dade County, Florida. Contoining 2.29 Acres, mare or less. GRAPHIC SCALE ( IN FEET ) 1 inch = 400 ft.SCATTR GATCAO GAL COR DE POTE TRACT "B" CENTER GATE NO. ( TRÀ(:T "(: (P.B. 133, PG. 7) CENTER GATE NO. ONE: (P.B. 133, PG. 7) TRACT 'A' "CENTER GATE NO. ONE" (P.B. 133, PG, 7) CENTER CHOSE TRACT "D' CENTER GATE NO. ONE TRACTIE (P.B. 533, PG-7) GATE NO ON TRACT "A" "CENTER GATE NO. ONE" (P.B. 133, PG. 7) FALM DRIVE (S.E 24TH STREET) TPLAT OF LANDS BELONGING TO THE MIAMILLAND AND DEVELOPMENT COMPANY (P.B. 5, PG, 10.) \_\_\_ 3.1/4. COPEMEN OF SECTION 21-57-30 NOTE: Geometry information is not necessary as per client instructions. TERGATE MASTER COMMON AREA AMENDED MASTER DECLARATION - EXHIBIT 27 FORD, ARMENTEROS & MANUCY, INC. SKETCH OF SURVEY AND LEGAL DESCRIPTION 1950 N.W. 94th AVENUE, 2nd FLOOR PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.



MIAMI, FLORIDA 33172

PH. (305) 477-6472

FAX (305) 470-2805

DATE

SCALE:

B. ROJAS

18-24-2002

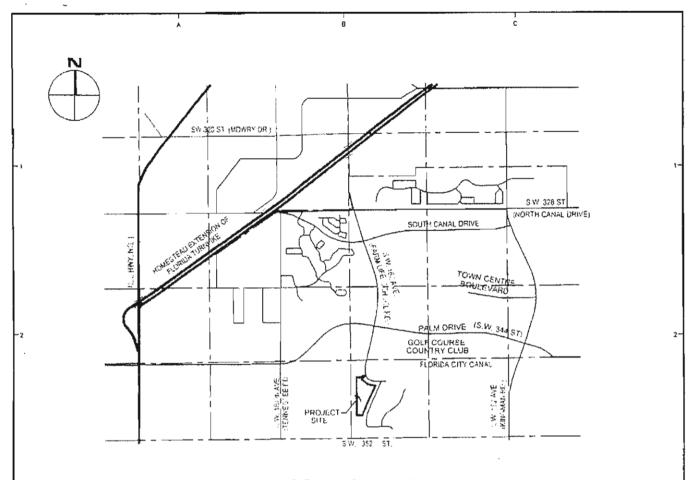
1" = 400"

PROJECT № 98N041-5860

DRAIN BY

CHECKED BY:

DIEG. CHECKEYS BY:



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 and Bearings shown hereon are based on an assumed value of N00°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.
- 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 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 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 chapter 61G17—6. Florida Administrative Code.

Ford, Armenteros & Monucy, Inc. Date: OCTOBER 24, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

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

## DUNWOODIE MASTER COMMON AREAS



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 27

SHET HAVE: SURVEYOR'S NOTES AND LOCATION MAP

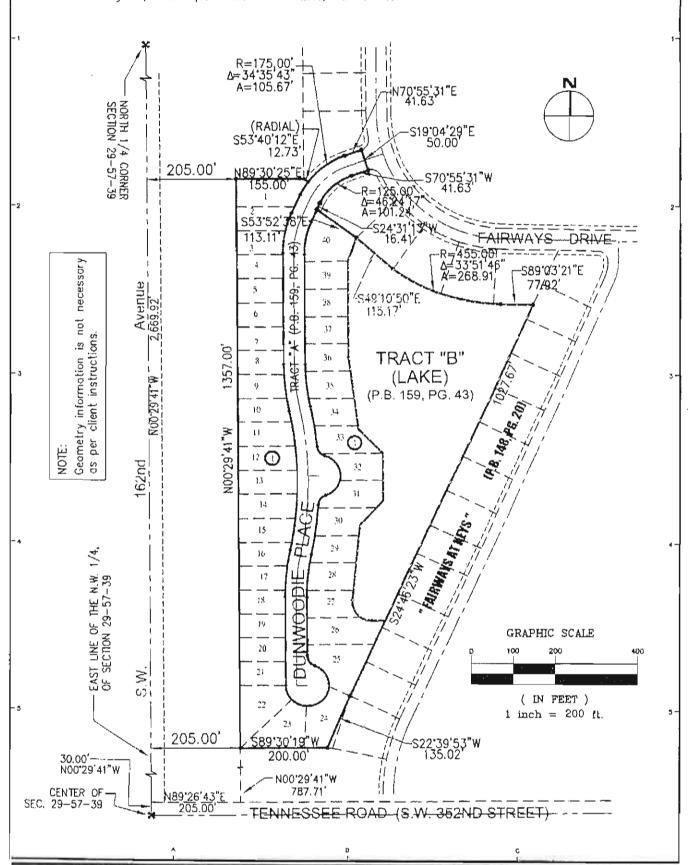
HERDARED FOR: KEYS GATE COMMUNITY ASSOCIATION

DATE: 10.25-9:002

#### **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 Miomi-Dade County, Florida.

Containing 195,715.90 Square Feet or 4.49 Acres, more or less.



## DUNWOODIE MASTER COMMON AREAS

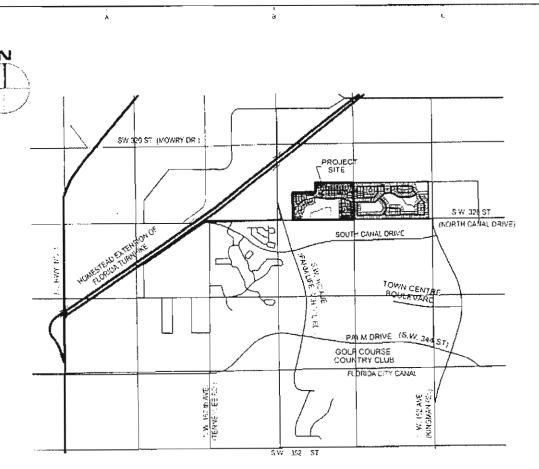


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

		WINIFIAME	INIMOTE	TH DECEMEN	CHON - C	VUIDII	4
LEGAL DESCRIPTION & SKETCH OF SURV						JRVEY	7
1	PREPARED FOR	KEYS GATE COMMUNITY ASSOCIATION					
	DRAIN 81.	E. REYES	DATE:	10-25-2002	SHEET.		
	DMC CHECKED 81		SCALE	AS SHOWN		2	
	CHECKED BY.		PROJECT No.	98N041-5860		or 2	SHEETS

2 of

AMENDED MASTER DECLARATION



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 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 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.
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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: November 12, 2002 Revision: Jonuary 10, 2003 Revision: May 7, 2003

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

### NORTHGATE MASTER COMMON AREAS



FORD, ARMENTEROS & MANUCY, INC.

1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172

PH. (305) 477-6472

FAX (305) 470-2805

: MENDED	MASTE	R DECLARA	TION - EXHIBIT 27		
SURVEYOR'S NOTES AND LOCATION MAP					
KEYS GATE COMMUNITY ASSOCIATION, INC.					
Mamifi Cherif	ĐATE:	11/12/02	56000		
<b>अद</b> क्षरक्रस हो	SCALE.	N/A	] [		
0≪0x0 a	PHOLET No.	98N041-5860	क्ष 4 क्षण च		

2296 of 276

### **LEGAL DESCRIPTION:**

Tracts "0-1", "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 Plat thereof, as recorded in Plat Book 133 at Page 12 of the Public Records of Miami-Dade County, Florida. (SEE PAGE 4 OF 4)

Q.V., SARVET, SKETCH AND LEGAL, SENGHJ. WASTER DECLARATION EXHBITS, SBRICH - 5860 KETS GATE HO OHEDING

### NORTHGATE MASTER COMMON AREAS



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 27

SHEET HAVE SURVEYOR'S NOTES AND LOCATION MAP

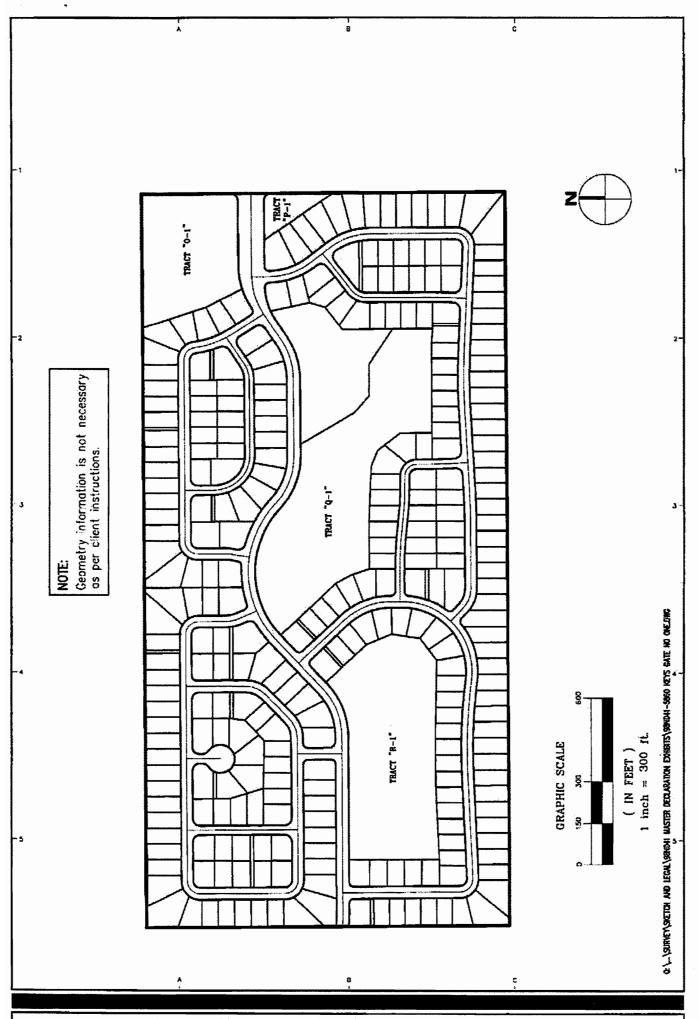
PREPARED FOR: KEYS GATE COMMUNITY ASSOCIATION, INC.

CRAIMS 6% Cherif DATE: 11/12/02 SEED

DIAGORD RT PROJECT NOS 98/041-5860 2 CC 4 SALE

OHOOD RT

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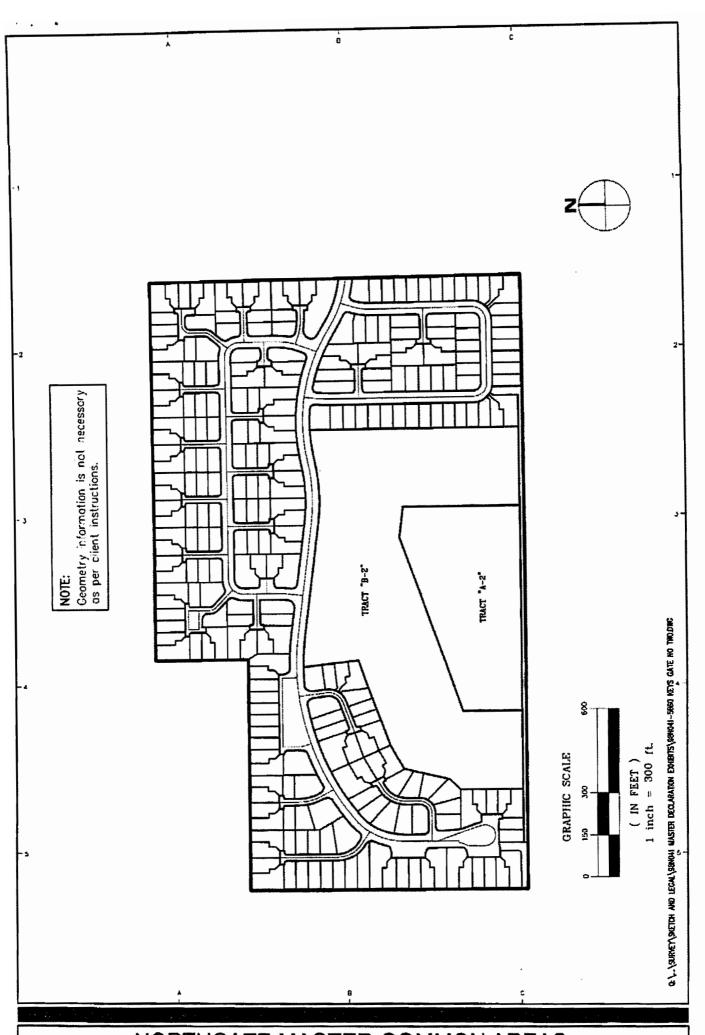


# NORTHGATE MASTER COMMON AREAS



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

_					241.6076
	CHECKED BY:		PROJECT No.	98N041-5860	or 4 SHEETS
	ONG. CHECKED BY:		SCALE.	1"=300"	3
	ORAMH BY. Che	rif	DATE:	11/12/02	SMEET:
	MEPAGE TOWN KEYS GATE COMMUNITY ASS				OCIATION, INC.
	SHEET HAVE:	SKETCH 1	TO ACC	DMPANY LEC	GAL DESCRIPTION
	I sire of radices.	AMENUEL	<u>) MASTE</u>	K DECLARA	VIION - EXHIBIT 2/

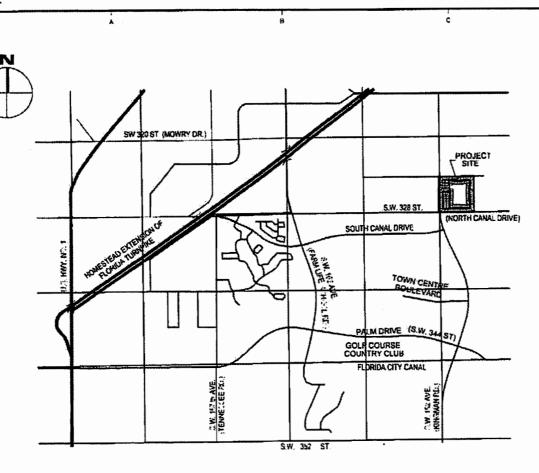


# NORTHGATE MASTER COMMON AREAS



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

CHECKED BY.		PROJECT No:	98N041-5860	or 4 settis
DWG. CHECKED 3Y		SCAL.	1"=300"	4
trant 8". Che	rif	DY1F.	11/12/02	SHEET:
PREPARED FOR	KEYS GAT	TE COM	MUNITY ASS	OCIATION, INC.
SHEET MAKE	SKETCH 1	TO ACC	DMPANY LEC	GAL DESCRIPTION
TYPE OF PROJECT.	AMENDED	MASTE	R DECLARA	TION - EXHIBIT 27



**SCALE: 1" = 3000'** 

#### **SURVEYOR'S HOTES:**

- 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 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.
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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: November 12, 2002

Revision: January 10, 2003 Revision: May 7, 2003

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

## EASTLAKE MASTER COMMON AREAS



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

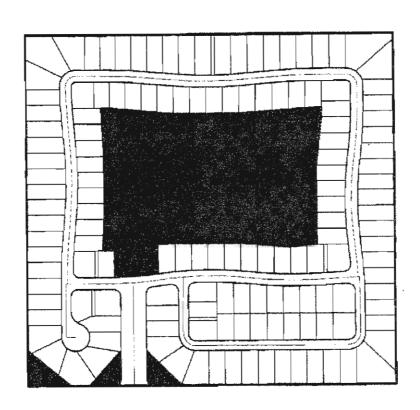
			TION - EXHIBIT 27		
SURVEYOR'S NOTES AND LOCATION MAP					
PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.					
DRAWN BY: Cherif	DATE:	11/12/02	Sett:		
OWG. CHECKED BY:	SCALE:	N/A	1 1		
DECKED BY	PHOJECT No:	98N041-5860	or 2 section		

### **LEGAL DESCRIPTION:**

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



Geometry information is not necessary os per cifont instructions.



GRAPHIC SCALE

5 153 200 62

( IN FEET )

1 inch 300 ft.

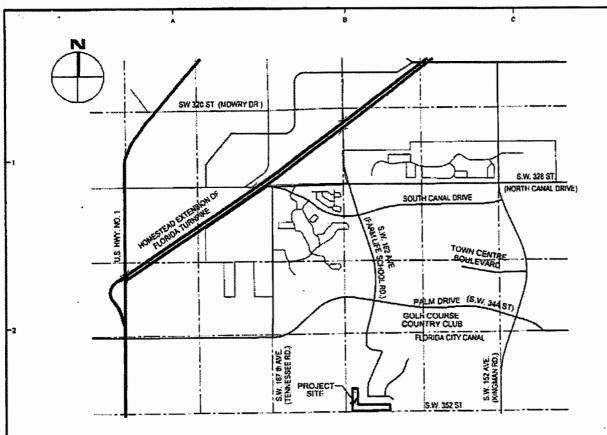
O.)...) SARKEY (SOCTOL) AND LEGAL (SORIAL) MASTER OCCUPATION EXHIBITS (ROBBEL - 5060 ICT'S GATE NO TIRREDING

## EASTLAKE MASTER COMMON AREAS



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. A	MENDED	MASTE	R DECLARA	NTION - E	EXHIBIT 27		
	ZHEET HYME:	SKETCH T	O ACCC	MPANY LEG	GAL DES	SCRIPTION		
	PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.							
	DIRECTORISES ST.		UAR,	11/12/02	SHEZ 1-			
			SCALE	1"≈300'		2		
	OKOLD Br.		PROJECT No.	98N041-5960		or 2 sect		
					244	WF 276		



**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"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
- 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 61C17—6, Florida Administrative Code.

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

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

# FAIRWAYS MASTER COMMON AREAS (LAKE)



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:	<b>AMENDE</b>	D MASTE	R DECLAR	ATION - EXHIBIT 27		
	SHEET HAVE:	LOCATIO	N MAP 8	SURVEYOR	R'S NOTES		
	FREPARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.					
		J. LOPEZ	DATE:	10-23-2002	SHEET		
	DING. CHECKED BY.		SCALE	AS SHOWN	7 7		
	CHECKED BY:		PROJECT No	98N041-5860	or 2 skeets		

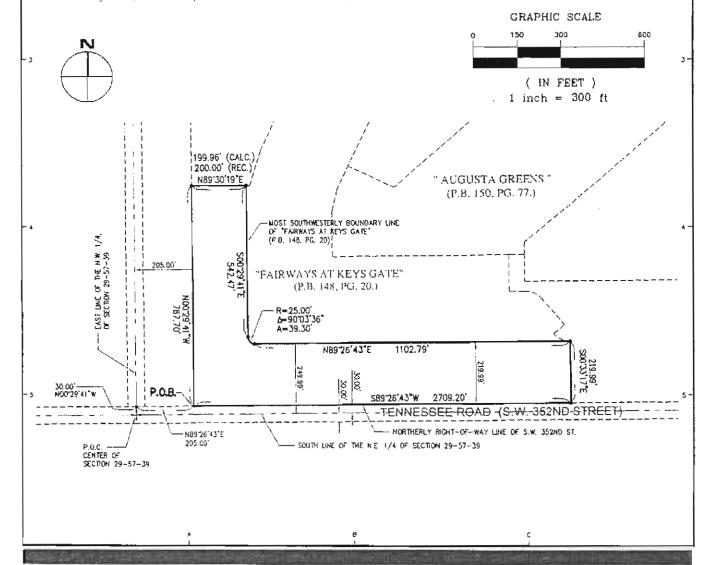
245 of 276

#### LEGAL DESCRIPTION

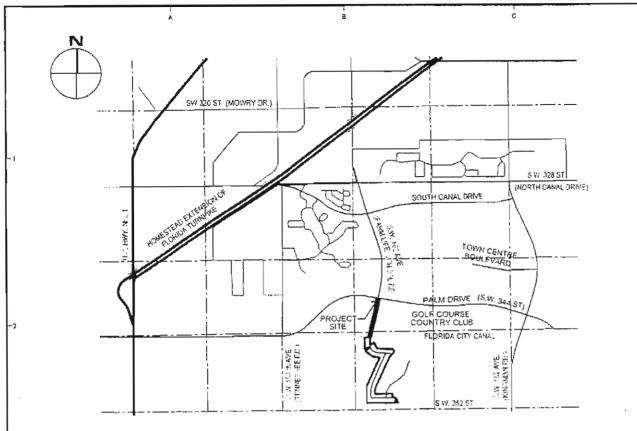
A parcel of land being a portion of Tract 8 through 12, inclusive, in Block 1, Section 29, Township 57 South, Range 39 East, "Plat of lands belonging to the Miami Land and Development Campany", according to the plat thereof, as recorded in Plat Book 5 ot Page 10 of the Public Records of Dade County,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

Commence at the center of said Section 29; thence N00'29'41"W for 30.00 feet to a point on the North right—of—way 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 af 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.







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 \$00°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.
- 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 61C17—6, Florido Administrative Code.

Ford, Armenteros & Manucy, Inc.

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

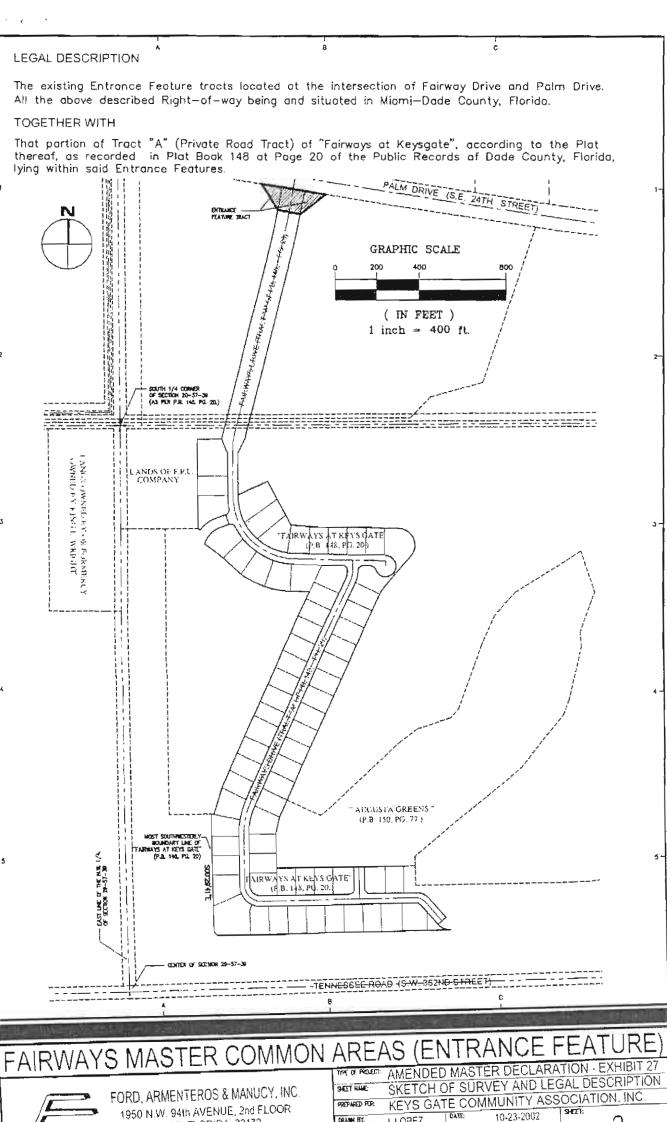
Edwin J. Fernandez, P.S.M. far the firm Prafessional Surveyor and Mapper State of Florida, LS No. 5676

## FAIRWAYS MASTER COMMON AREAS (ENTRANCE FEATURE)



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

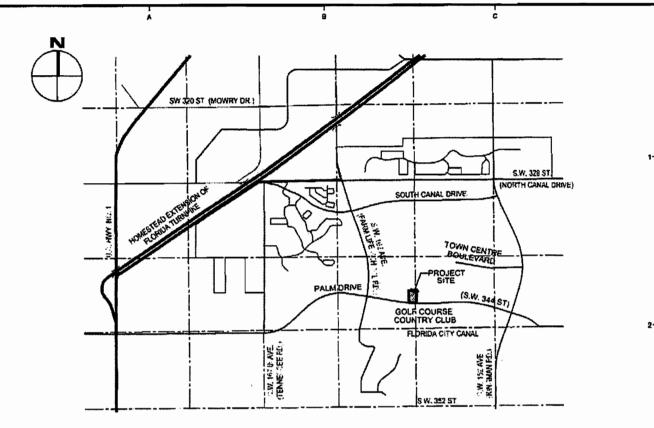
THE OF PRIMERY	AMENDE	) MASTE	ER DECLAR <i>i</i>	ATION - EXHIBIT 27				
SHET WHE	EOCATION MAP & SURVETURS NOTES							
KEYS GATE COMMUNITY ASSOCIATION, INC.								
DRAWN BY:	J. LOPEZ	DATE:	10-23-2002	SHEET:				
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				14704276				





MIAMI, FLORIDA 33172 PH (305) 477-6472

FAX (305) 470-2805



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 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
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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: JANUARY 10, 2003 Revision: MAY 7, 2003

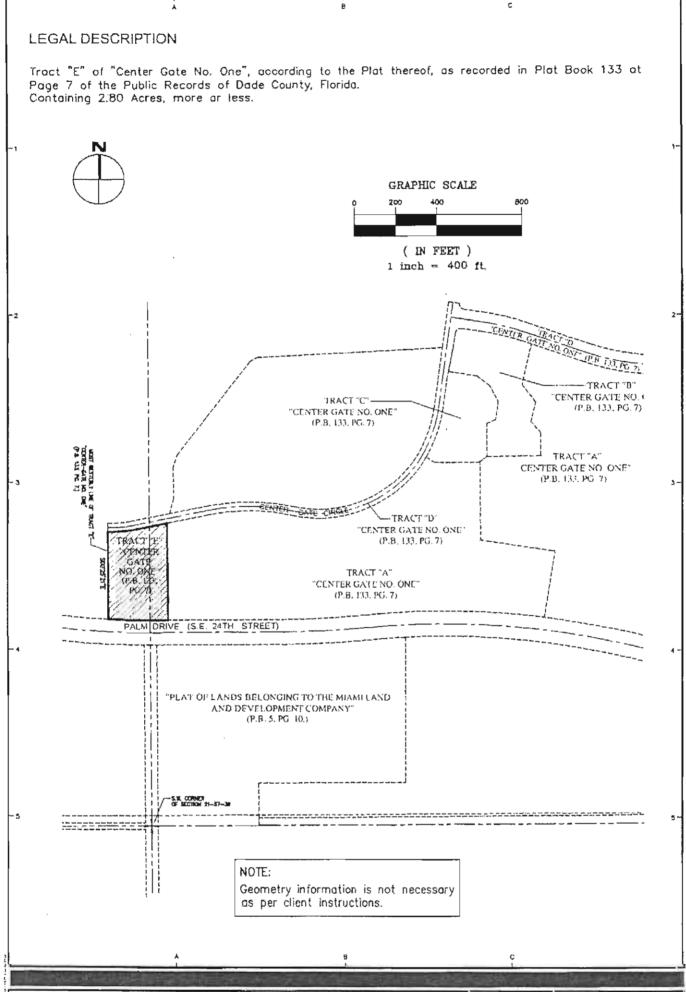
Edwin J. Fernandez, P.S.M. for the firm Professional Surveyor and Mapper State of Florida, LS No. 5676

# **TOWNGATE MASTER COMMON AREA**

FOR 19

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

	AMENDE	D MASTE	R DECLARA	TION - EXHIBIT 27				
SHEAT NAME:	LOCATION MAP & SURVEYOR'S NOTES							
PREPARED FOR	KEYS GATE COMMUNITY ASSOCIATION, INC.							
DRAIN BY:	B. ROJAS	DATE	10-24-2002	SHEET:				
DWC CHECKED BY:		SCALE:	AS SHOWN	1				
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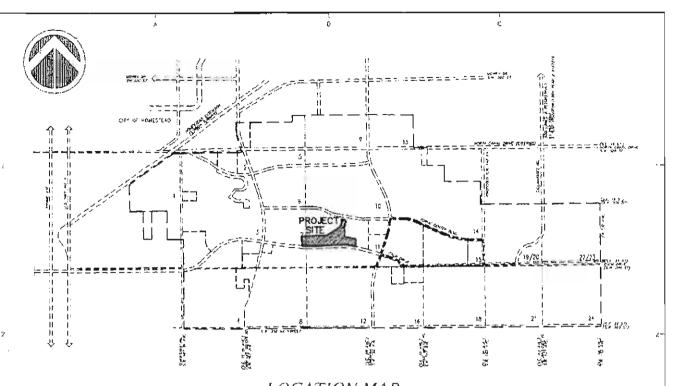


# TOWNGATE MASTER COMMON AREA



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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KEYS GATE COMMUNITY ASSOCIATION, INC.							
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LOCATION MAP (NOT TO SCALE)

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05 V 0820

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) -Narth arrow direction and Bearings shown hardon are based on an assumed value of: N00'25'21"W along the West Line of Track "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 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 adaptional 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
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- . 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 I.EGAL DESCRIPTION of the real property described hereon.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 61017-6. Florida Administrative Conc.

Cocc

Ford, Armenteros & Manucy, Inc. LB# 6557

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

さんしこんし Łówin U. Fernández, P.S.M., for the HRM Professionál Surveyor and Mapper State of Florido, Registration No. 5676

## TOWNGATE MASTER COMMON AREAS - 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 BYPARD FOR KEYS GATE COMMUNITY ASSOCIATION J.M. 10/25/02 SCALL DWG CHECKER BY AS SHOWN CHECKED BY 98N041-5860

#### L'EGAL 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 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, 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 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 N42deg27min05secE for 25.15 feet; thence N02deg32min55secW for 73.36 feet; thence N88deg46min55secE for 101.80 feet; thence S01deg13min05secE for 73.69 feet; thence 546deg13min05secE for 19.29 feet; thence N88deg46min55secE for 40.27 feet; thence 503deg48min54secE for 28.57 feet to a point on a circular curve to the left, concave to the south, where the radial point bears \$03deg48min54secE; 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 \$85degQ4min38secW 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.

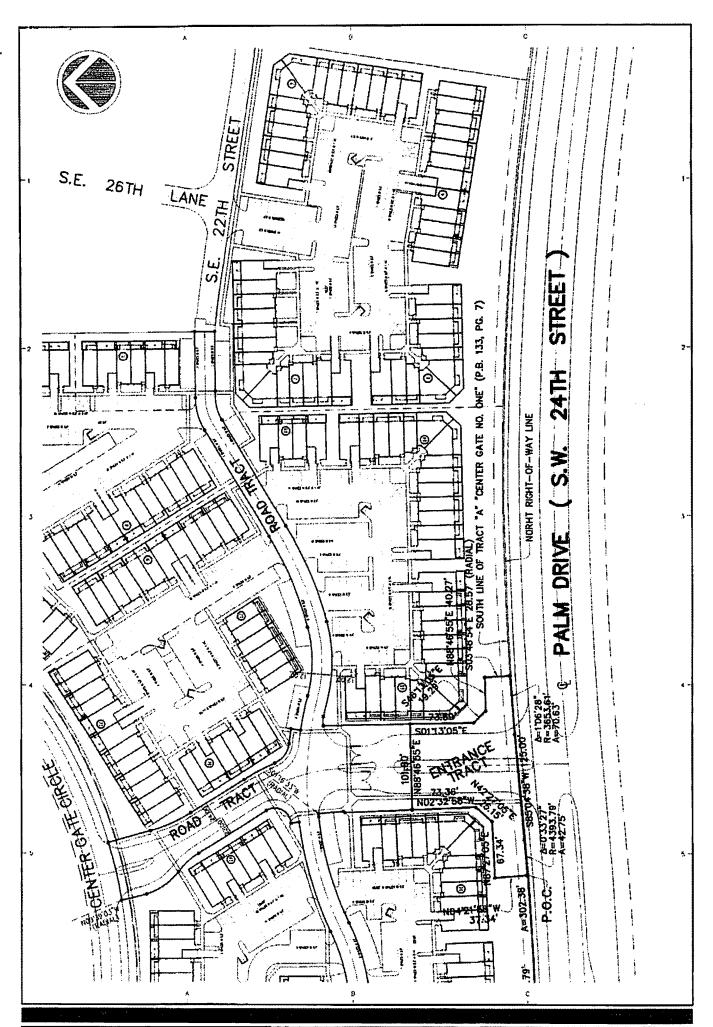
All of the above described parcel of land situated, being and lying in the City of Homestead, Miami-Dade County, Florida and containing 17,150.36 Square Feet or 0.39 Acres, more or less.

### TOWNGATE MASTER COMMON AREAS - ENTRANCE FEATURE



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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CECT MANE LEGAL DESCRIPTION					
1	PREPARENTEE KEY	S GATE COM	MUNITY ASS	OCIATION	
	DRAWN BY J.M.	CAR	10/25/02	SHEET.	
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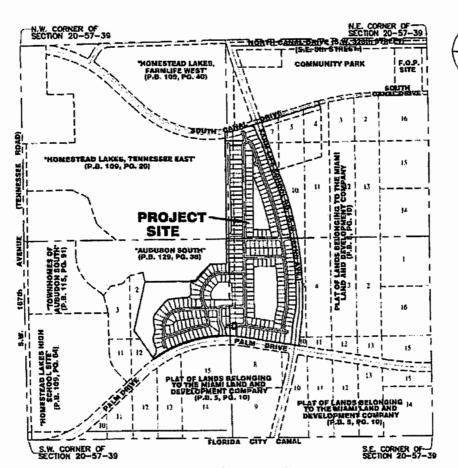


### TOWNGATE MASTER COMMON AREAS - ENTRANCE FEATURE



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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PRIPARED FOR	KEYS (	SATE COM	MUNITY ASS	SOCIAT	ION
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er ceolos	Υ.	SCA:E.	1"=100"	1	3
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LOCATION MAP SECTION 20, TOWNSHIP 57 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY, FLORIDA. NOT TO SCALE

#### 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.
- 3) -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.
- 4) -North arrow direction and Bearings shown hereon are based on an assumed value of N00deg32min32secw, 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: Date: Edwin J. Fernandez, for The firm Professional Surveyor & Mapper State of Florida, LS No. 5676

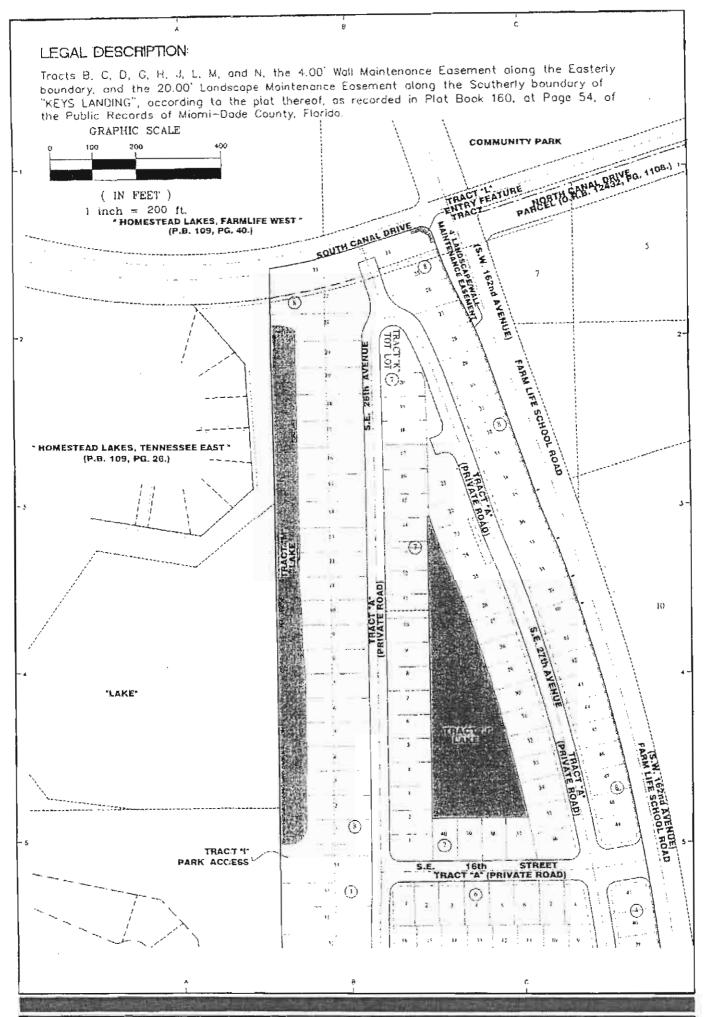
### ANDING MASTER COMMON AREAS



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 AND SURVEYOR'S NOTES PECPACED FOR KEYS GATE COMMUNITY ASSOCIATION, INC. B.R 07/14/03 DEC OFDED RY SCALE N/A 00A232 OF 4 SHEETS

254-cf 276



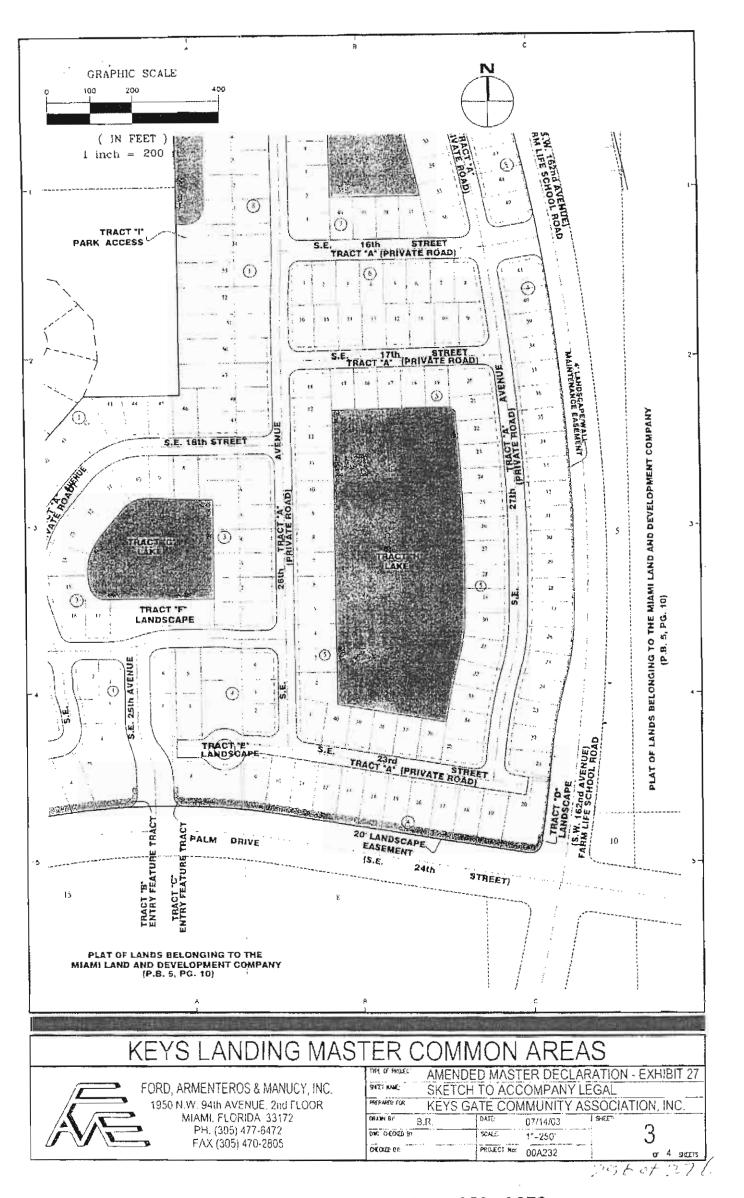
### KEYS LANDING MASTER COMMON AREAS

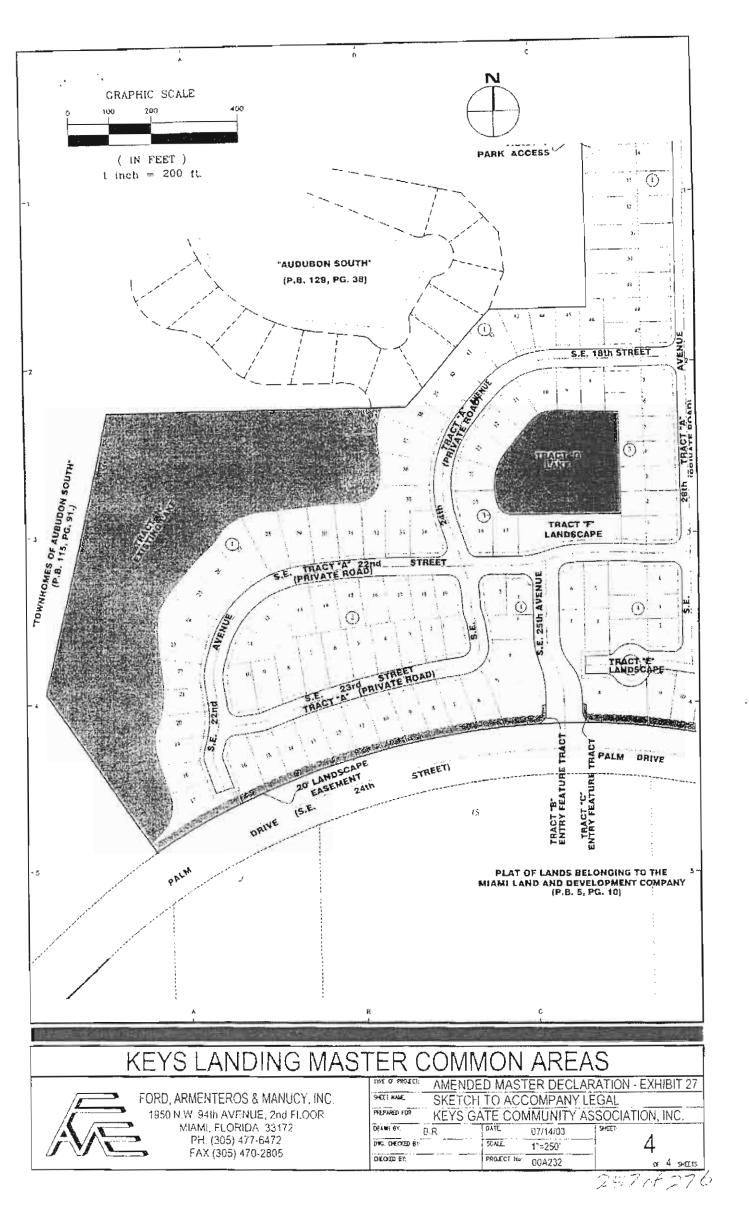


FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI. FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805

 TIPE OF PROJECT.	AMENDE	D MAST	ER DECLAR	RATION - EXHIBIT 27
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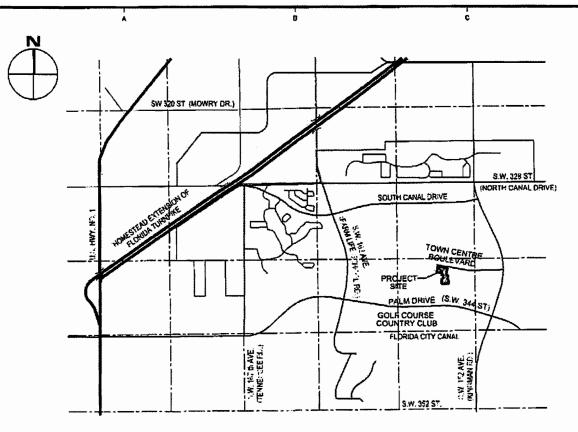




### TOWNGATE RECREATIONAL AREA

Amended and Restated Declaration of Master Covenients

25856276



SCALE: 1" = 3.000"

#### **SURVEYOR'S HOTES:**

- 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 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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Ford, Armenteros & Manucy, Inc.

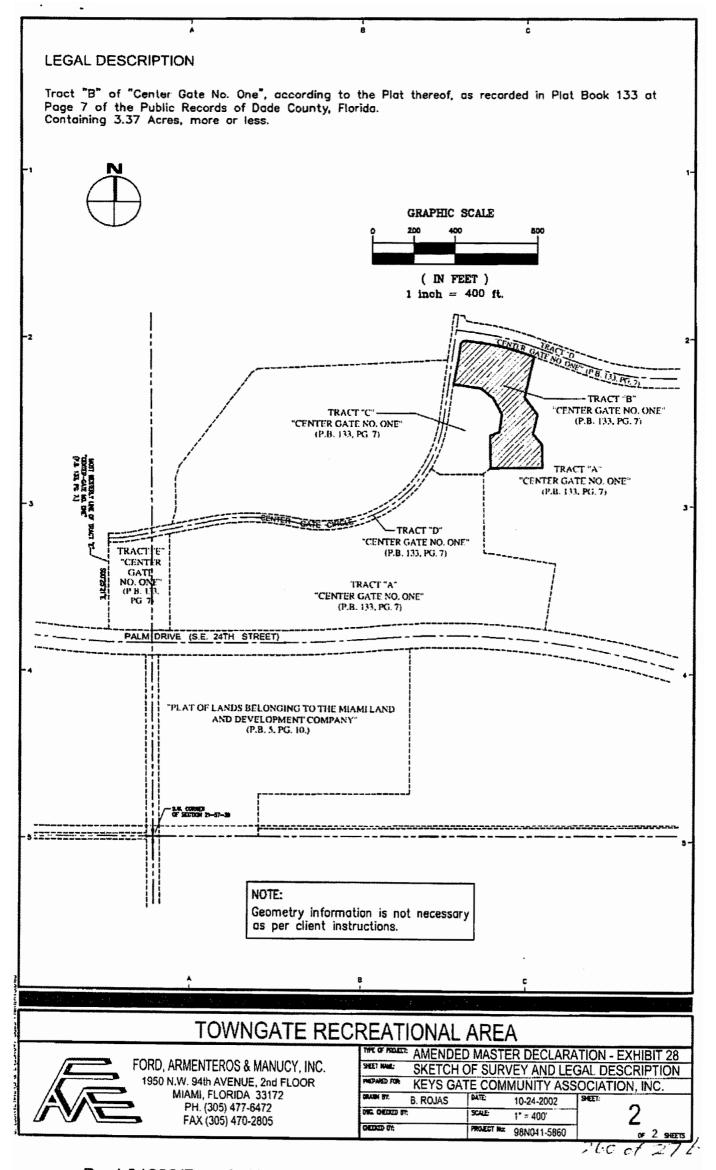
Date: OCTOBER 23, 2002 Revision: JANUARY 10, 2003 Revision: MAY 7, 2003

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

#### TOWNGATE RECREATIONAL AREA

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

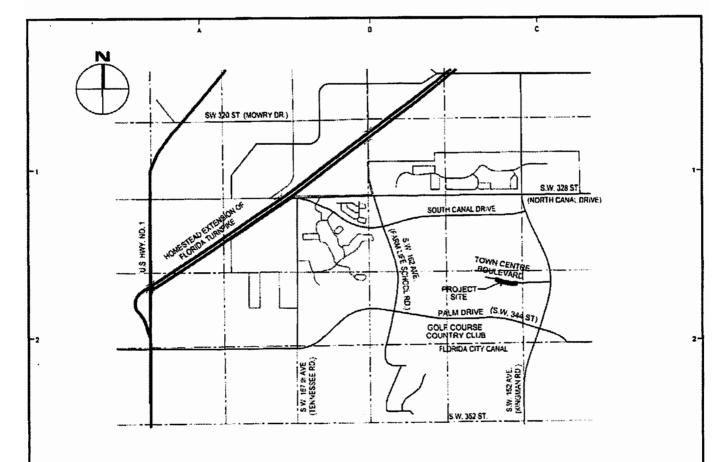
THE OF PROJECT	: AMENDED	MASTE	R DECLAR	ATION - EXHIBIT 28
SHEET HAME:	LOCATION	MAP &	SURVEYO	R'S NOTES
PREPARED FOR	KEYS GAT	E COM	MUNITY AS	SOCIATION, INC.
DRAWN SY.	B. ROJAS	DATE:	10-24-2002	SEET:
DAR CHECKED BY	<b>?</b>	SCALE	AS SHOWN	1 1 1
CHECKED SY:		PROJECT No.	98N041-5860	or 2 succes
				259 6 276



#### HIBISCUS SHARED DISTRICT

COMMON AREAS

Keys Gate
Amended and Restated Declaration of Musicir Covenants
226/ef276



**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 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 61C17-6, Florida Administrative Code.

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

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

### HIBISCUS SHARED DISTRICT COMMON AREAS



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

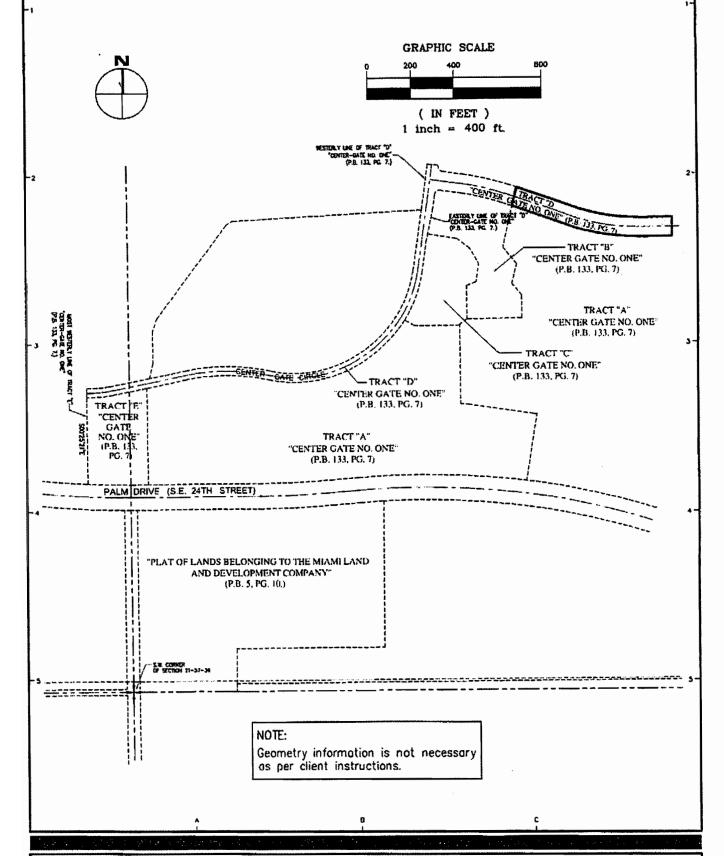
THE OF PROJEC	" AMENDE	D MASTE	R DECLARA	TION - EXHIBIT 29
SHEET NAME:	LOCATIO	N MAP &	SURVEYOR	'S NOTES
	REPARED FOR: KEYS GATE COMMUNITY ASS			OCIATION, INC.
DRAME BY	B. ROJAS	DATE:	10-24-2002	SHEET:
ONG. CHECKED B	r,	SCALE:	AS SHOWN	1 1
GEOED BY.		PROJECT No.	98N041-5860	or 2 section

262 4 276

#### LEGAL DESCRIPTION

That Northerly portion of Tract "D", lying Easterly of the Northerly projection of the most Northerly East line of Tract B 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.

Containing 1.60 Acres, more or less.



### HIBISCUS SHARED DISTRICT COMMON AREAS



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

SHET HAME: SKETCH OF SURVEY AND LEGAL DESCRIPTION

PREPARED FOR KEYS GATE COMMUNITY ASSOCIATION, INC.

DRAWN BY: B. ROJAS | DATE: 10-24-2002 | SHET: |

DRC DRC DECKED BY | SCALE: 1" = 400" | 2

PROJECT No. 98N041-5860

# SHORES AT KEYS GATE NEIGHBORHOOD COMMON AREAS

NOT PRESENTLY AVAILABLE; TO BE ADDED BY AMENDMENT.

Amended and Restated Declaration of Master Covenants

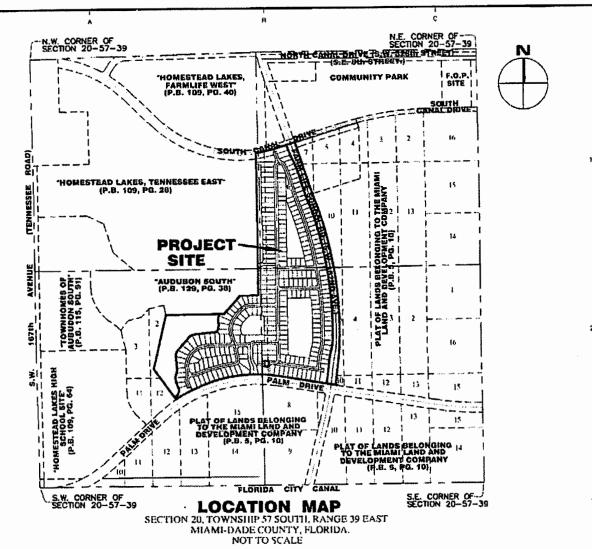
264 of 276

#### KEYS LANDING NEIGHBORHOOD

COMMON AREAS

Reys Gate
Amended and Restated Declaration of Master Covenants

7650f276



#### 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.
- 3) —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.
- 4) —North arrow direction and Bearings shown hereon are based on an 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 providers of Chapter 61G17—6. Florida Administrative Code.

Ford, Armenteros & Manucy, Inc.

Date: July 14, 2003

Date:

By: Coa Common By: Edwin J. Fernandez, for the firm Professional Surveyor & Mapner State of Florido, LS No. 5576

### KEYS LANDING NEIGHBORHOOD COMMON AREAS



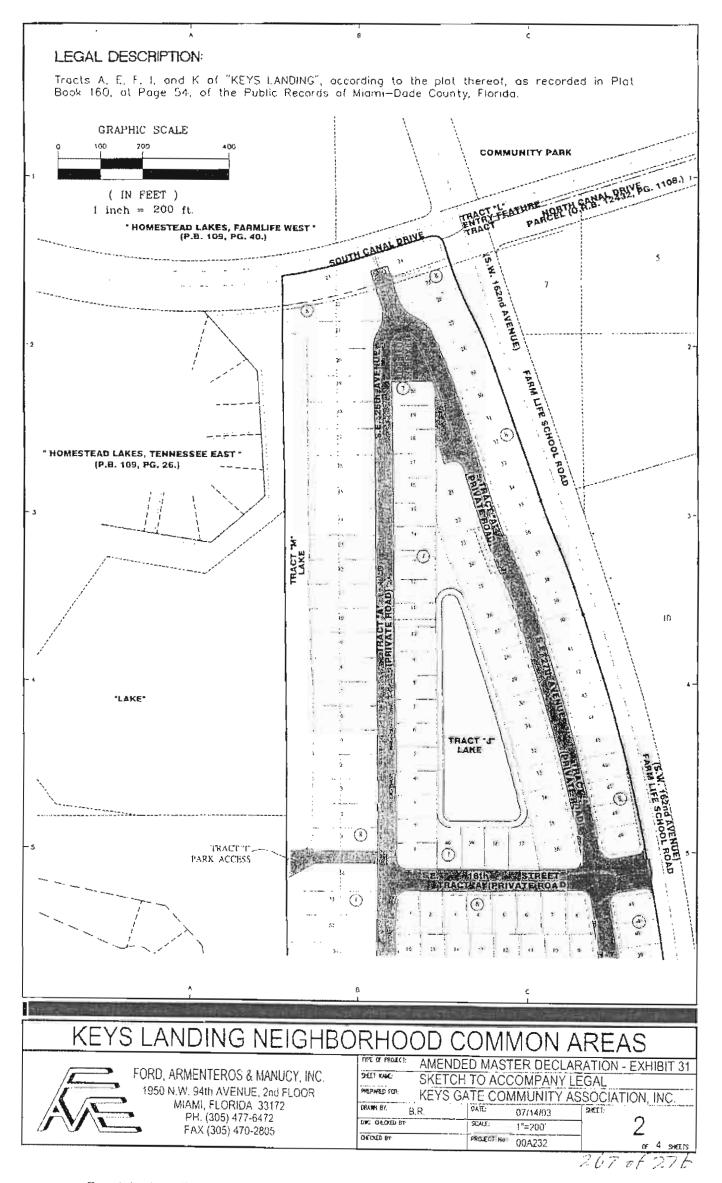
FORD, ARMENTEROS & MANUCY, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR MIAMI, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805 PRESENTANCE LOCATION MAP AND SURVEYOR'S NOTES

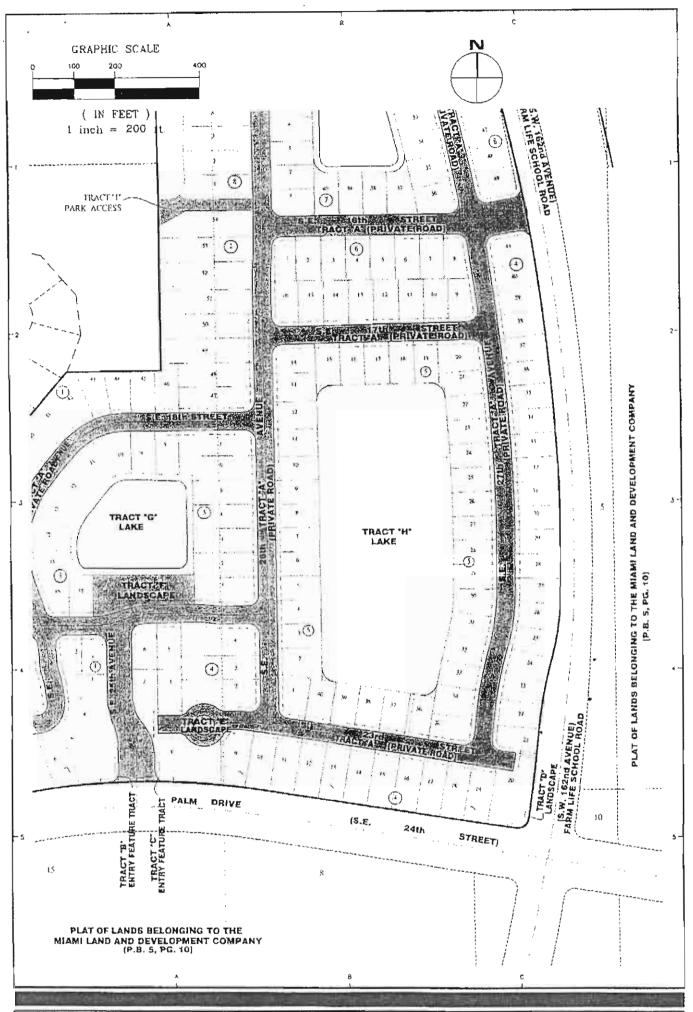
FRED ARED TOP KEYS GATE COMMUNITY ASSOCIATION, INC.

DRINN BT. B.R. DATE. 07/14/03 SHEET:

DRING OCCORD BY SCALE. N/A

DRICKOKED BY. PROJECT No. 00A232 OF 4 SHEETS





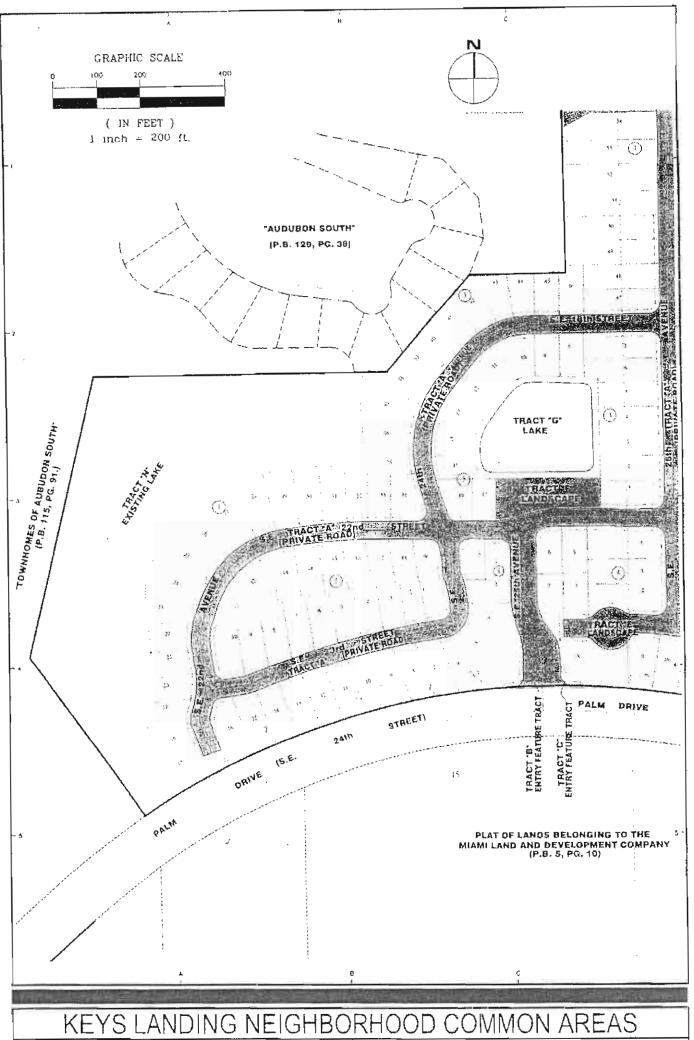
## KEYS LANDING NEIGHBORHOOD COMMON AREAS



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

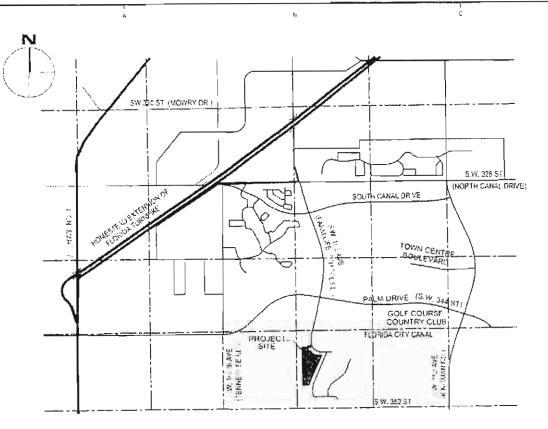
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#### DUNWOODIE NEIGHBORHOOD

LEGAL DESCRIPTION

Keys Gate
Amended and Restated Declaration of Master Covenants

270 of 276



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 an recorded value of N00°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 ariginal roised seal of a Florida Licensed Surveyor and Mopper. 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:

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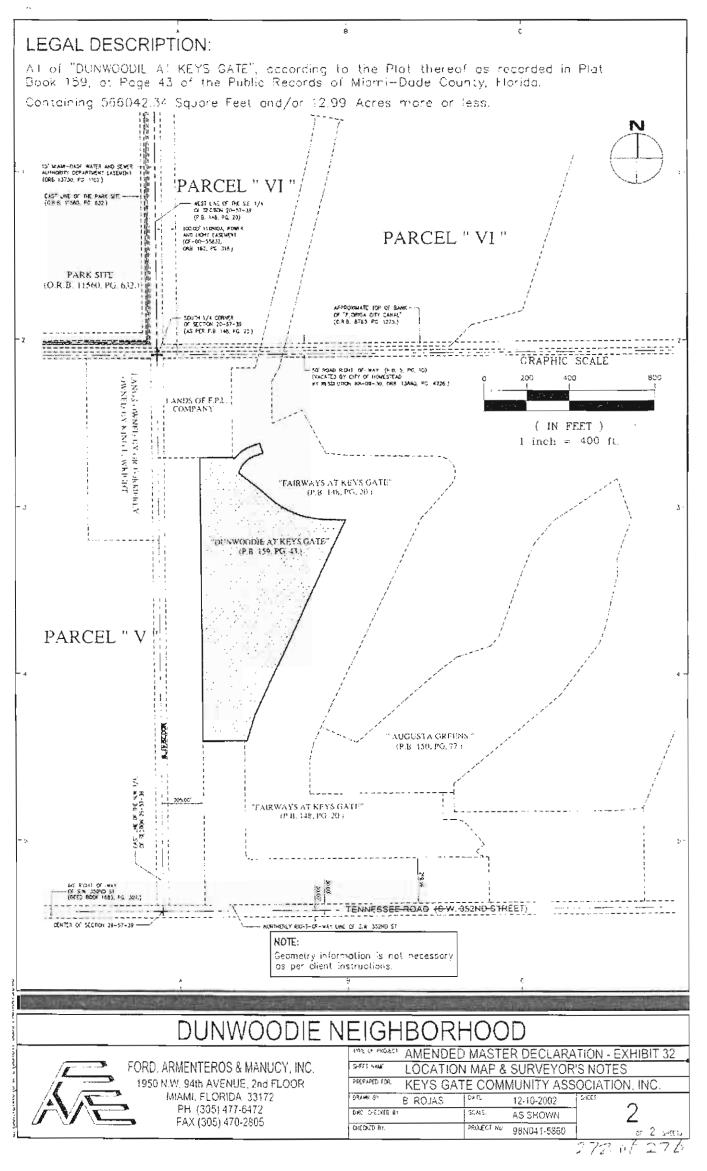
Ford, Armenteros & Manucy, Inc. Date: OCTOBER 23, 2002 Revision Date: JANUARY 10, 2003 Revision Date: MAY 7, 2003

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

### DUNWOODIE NEIGHBORHOOD



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



# AUGUSTA GREENS PHASE 2 NEIGHBORHOOD LEGAL DESCRIPTION

NOT PRESENTLY AVAILABLE; TO BE ADDED BY AMENDMENT.

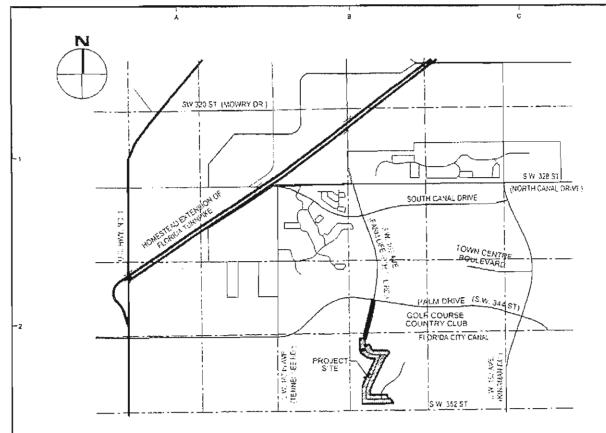
Amended and Restated Declaration of Master Covenants 273pf276

#### FAIRWAYS NEIGHBORHOOD

LEGAL DESCRIPTION

Keys Gate
Amended and Restated Declaration of Master Covenants

274 of 276



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 S00'29'41"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 porty or parties.
- 4) —There may be additional Restrictions not shown an 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 occardance with the applicable provisions of Chapter 61617—6, Florida Administrative Code.

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

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

### FAIRWAYS NEIGHBORHOOD



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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