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PREPARED BY AND RETURN TO:

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

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

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

RECITALS

- A. That certain Amended and Restated Declaration of Master Covenants for Keys Gate was recorded on September 10, 2003 in Official Records Book 21630, at Page 3698 in the Public Records of Miami-Dade County, Florida, as amended (collectively, the "**Declaration**").
- B. M&H is the Declarant under the Declaration.
- C. Pursuant to Section 4.2 of the Declaration, prior to the Turnover Date (as defined in the Declaration), the Declarant shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.
- D. The Turnover Date has not yet occurred and the Declarant desires to amend the Declaration as set forth herein.

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

- 1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Seventh Amendment.
- 2. **Conflicts.** In the event that there is a conflict between this Seventh Amendment and the Declaration, this Seventh Amendment shall control. Whenever possible, this Seventh Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
- 3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
- 4. **Neighborhoods.** The first sentence of Section 12.2 of the Declaration is hereby deleted in its entirety and replaced with the following sentence:

 "Prior to the Turnover Date, the Owners within each Neighborhood shall elect one (1) delegate from their Neighborhood ("**Neighborhood Delegate**")."
- 5. **Builder's Assessments.** The following sentences are hereby added to the end of Section 13.7 of the Declaration:

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

