

THIS INSTRUMENT PREPARED BY AND UPON
RECORDATION RETURN TO:

ALG
P.O. BOX 311059
MIAMI, FLORIDA 33231

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

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

RECITALS:

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

B. The Amended and Restated By-Laws of the Association (the "**By-Laws**") were recorded as **Exhibit 15** to the Declaration.

C. On December 10, 2008, M&H recorded that certain Assignment and Assumption of Rights of Declarant Under Master Covenants, whereby M&H assigned its rights under the Declaration and Association governing documents to the Declarant, and Declarant became the Declarant of Keys Gate.

D. Pursuant to Section 13.2 of the By-Laws, prior to the Turnover Date (as defined in the Declaration), Declarant shall have the right to amend the By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

E. As of the date of this Amendment, the Turnover Date has not yet occurred.

F. Declarant wishes to amend the By-Laws to modify the same as set forth herein.

NOW THEREFORE, the Declarant hereby declares that the By-Laws are amended as hereinafter set forth.

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

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

3. **Definitions**. All initially capitalized terms not defined herein shall have the meanings set forth in the By-Laws.

4. Action of Delegates. Section 4.7 of the By-Laws is hereby amended as follows:
- 4.7 Action of Delegates. 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. The Board may from time to time authorize, subject to guidelines and procedures as the Board may adopt from time to time, the use of technology that allows Delegates to vote electronically, be deemed present in person remotely, and/or participate remotely at a meeting. By way of example and without limitation, the Board may authorize the use of an internet-based online voting system to conduct the election of the Board and other votes of the Delegates.
5. Delegate. Section 5.6.2.1 of the By-Laws is hereby amended effective as of January 1, 2020 as follows:
- 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. For each Neighborhood's election of a Delegate, the Board shall have the right, but not the obligation, to require an election process, as the Board may amend from time to time, that includes, but is not limited to, the requirement that candidates for the Delegate position be nominated at a meeting where the election is to be held and/or nominated in advance of such meeting in a certain manner, as determined by the Board in its sole and absolute discretion. The Board may from time to time authorize, subject to guidelines and procedures as the Board may adopt from time to time, the use of technology in connection with elections of Delegates that allows Owners to vote electronically and/or participate remotely. By way of example and without limitation, the Board may authorize the use of an internet-based online voting system to conduct elections of Delegates.
6. Board of Directors Election. Section 5.7 of the By-Laws is hereby amended as follows:
- 5.7 Election. Election to the Board shall be by secret written ballot (and/or secret electronic ballot, if applicable), 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.
7. Delegate Vacancies. Section 5.9 of the By-Laws is hereby amended as follows:
- 5.9 Delegate Vacancies. Any vacancy in a Delegate position shall be filled as follows: (i) where the vacancy occurs more than one (1) year prior to the next regular election of Delegates, the vacant Delegate position shall be filled by way of a special election of the Owners within the Neighborhood served by such Delegate position, or (ii) where the vacancy occurs less than one (1) year from the next regular election of Delegates, the ~~Board of Directors of the Association~~ shall be entitled, in its sole and absolute discretion, to appoint an Owner from the applicable Neighborhood to serve as the interim Delegate until the next regular election of Delegates. A vacancy in a Delegate position created by a Delegate removal shall not be filled by the removed Delegate.
8. Delegate Eligibility. Section 5.10 of the By-Laws is hereby amended as follows:
- 5.10 Delegate Eligibility. ~~A person who, on the day that he/she could last nominate himself/herself or be nominated for Delegate;~~
- 5.10.1 A person who, on the day that he/she could last nominate himself/herself or be nominated for Delegate;

5.10.1.1 Is delinquent in the payment of any fee, fine, or other monetary obligation to the Association; ~~or~~

~~5.10.2 Is in violation of Florida Statutes Chapter 720, the Declaration, the governing documents of Keys Gate, or the rules of the Association, all as amended from time to time, as determined solely by the Board in its discretion;~~

5.10.1.23 Has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, unless such felon's civil rights have been restored for at least 5 years as of the date on which such person seeks election to a Delegate position; ~~or~~

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

shall not be eligible to seek election to a Delegate position for that term, unless otherwise determined by the Board in its sole and absolute discretion. A determination by the Board that under this Section 5.10.1 a person is ineligible to seek election to a Delegate position shall be conclusive and binding on all parties. A person serving as a Delegate who:

5.10.2. A person serving as a Delegate who:

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

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

5.10.2.27 Has been convicted of any felony in this state or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in this state, unless such felon's civil rights have been restored for at least 5 years; ~~or offense described in this Section~~

shall be deemed to have abandoned his/her Delegate position for that term, ~~creating a Delegate vacancy to be filled pursuant to these By-Laws. The Board shall have the right, but not the obligation, to ratify such abandonment. A determination by the Board that such an abandonment has occurred shall be conclusive and binding on all parties, and remove him/her from such Delegate position creating a Delegate vacancy to be filled pursuant to these By-Laws. For purposes of this Section, the term "any fee, fine, or other monetary obligation" means any delinquency to the Association with respect to any Lot, Residence, or otherwise, as determined solely by the Board in its discretion.~~

5.10.3 Definition. For purposes of this Section 5.10, the term "any fee, fine, or other monetary obligation" means any delinquency to the Association with respect to any parcel, Lot, Residence, or otherwise.

5.10.4 Removed Delegate Ineligible. Without limiting the foregoing, any person who has been removed from his/her Delegate position pursuant to these By-Laws by the Board, or by the Delegates with Board consent, shall be ineligible to seek election to a Delegate position and shall not be eligible to serve as a Delegate again, unless such person's eligibility is restored:

5.10.4.1 _____ by the affirmative vote, or by action taken without a meeting evidenced by one or more written consents, of all members

of the Board, where such Delegate's removal had been by the Board;
or

5.10.4.2 by an agreement in writing, or by written/electronic ballot, of at least seventy-five percent (75%) of the total number of Delegates, and the written consent by the Board, where such Delegate's removal had been by the Delegates with Board consent.

9. Delegate Removal. Section 5.11 of the By-Laws is hereby amended as follows:

5.11 Delegate Removal. Any Delegate may be removed from his/her Delegate position; (i) with cause as determined by the affirmative vote, or by action taken without a meeting documented by one or more written approvals, of a majority all members of the Board of Directors of the Association in its the Board's sole and absolute discretion; or (ii) with or without cause by an agreement in writing, or by written/electronic ballot, of at least seventy-five percent (75%) of the remaining Delegates other than the Delegate being considered for removal (which would currently require the agreement/vote of 11 out of 14 Delegates), and the written consent by the Board. In such the event of Delegate removal, a Delegate vacancy is created to be filled pursuant to these By-Laws.

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

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 3rd day of June, 2020.

WITNESSES:

C. Vargas
Print Name: C. Vargas

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

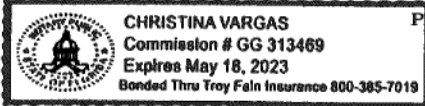
Kimberly Green
Print Name: Kimberly Green

{SEAL}

STATE OF FLORIDA }
COUNTY OF Miami-Dade } SS.:

The foregoing was acknowledged before me by means of physical presence or online notarization this 3rd day of June, 2020 by Clifford Lincoln, as Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 as modified on June 10, 2002, who is Personally Known to me OR has Produced _____ as identification.

My commission expires: Christina Vargas
NOTARY PUBLIC, State of Florida at Large



Print Name: Christina Vargas



JOINDER

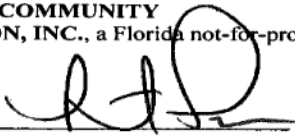
KEYS GATE COMMUNITY ASSOCIATION, INC.

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3 day of June, 2020.

WITNESSES:



Print Name: Catherine Eason

Print Name: Lisa Emmons

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

By: _____
Name: Kim Green
Title: President
{SEAL}

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

The foregoing was acknowledged before me by means of physical presence or online notarization this 3 day of June, 2020 by Kim Green, as President of KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who ~~is~~ Personally Known to me OR has Produced _____ as identification.

My commission expires:


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

