

Prepared by and after recording,  
return to:

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**CERTIFICATE OF EIGHTH AMENDMENT TO THE DECLARATION OF  
COVENANTS, EASEMENTS & RESTRICTIONS  
FOR  
VERANDA PARK**

**THIS CERTIFICATE OF EIGHTH AMENDMENT** (this “Eighth Amendment”) is made and effective this 20<sup>th</sup> day of May, 2020, by **VERANDA PARK COMMERCIAL PROPERTY OWNERS ASSOCIATION, INC.** f/k/a Veranda Park Interim Association, Inc., a Florida corporation not-for-profit (“Association”), for the purpose of amending that certain Amended and Restated Declaration of Covenants, Easements and Restrictions for Veranda Park. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Declaration (as defined below).

**RECITALS**

**WHEREAS**, that certain Declaration of Covenants, Easements & Restrictions for Veranda Park was recorded in Official Records Book 6983, Page 4344, and re-recorded in Official Records Book 7027, Page 4078, both of the Public Records of Orange County, Florida (the “Original Declaration”); and

**WHEREAS**, the Declaration was amended by that certain First Amendment to Declaration of Covenants, Easements and Restrictions for Veranda Park recorded in Official Records Book 7947, Page 4961 in the Public Records of Orange County, Florida (the “First Amendment”); and

**WHEREAS**, the Declaration was further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Veranda Park recorded in Official Records Book 8471, Page 1426 in the Public Records of Orange County, Florida (the “Second Amendment”); and

**WHEREAS**, the Declaration was further amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Veranda Park recorded in Official Records Book 10588, Page 54 in the Public Records of Orange County, Florida (the “Third Amendment”); and

**WHEREAS**, the Declaration was further amended and restated by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Veranda Park recorded in Official Records Book 10721, Page 428 in the Public Records of Orange County, Florida, Document No. 20140150076 (the "Fourth Amendment"). The rights of the original Declarant under the Declaration were transferred to the Association; and

**WHEREAS**, the Declaration was further amended and restated by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Veranda Park recorded in the Public Records of Orange County, Florida, Document No. 20170117594 (the "Fifth Amendment"); and

**WHEREAS**, the Declaration was further amended by that certain Sixth Amendment to the Amendment to Declaration of Covenants, Conditions and Restrictions for Veranda Park recorded in the Public Records of Orange County, Florida, Document No. 20190332849 (the "Sixth Amendment"); and

**WHEREAS**, the Declaration was further amended by that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Veranda Park recorded in the Public Records of Orange County, Florida, Document No. 20200300193 (the "Seventh Amendment") (the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment are hereinafter together referred to as the "Declaration"); and

**WHEREAS**, Article 20 of the Declaration provides that the covenants, restrictions, easements, charges and liens of the Declaration may be amended, changed, corrected, modified or added to at any time and from time to time upon the execution and recordation of an instrument confirming that a majority vote of the Members of the Association has approved the same; and

**WHEREAS**, a special meeting of the Members of the Association was duly noticed in accordance with the Bylaws and the Master Declaration, and such special meeting was held on May 27, 2020 ("Special Meeting"). At the meeting this Eighth Amendment to the Declaration was duly approved by at least a majority of the votes of the Members of the Association as required by said Article 20; and

**WHEREAS**, The President of the Association, by its execution hereof, does certify that this Eighth Amendment to the Declaration was duly approved by at least a majority of the votes of the Members of the Association as required by Article 20 of the Declaration; and

**WHEREAS**, The Declaration is hereby further amended as set forth herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Association declares the following:

1. Articles of Incorporation and Bylaws. Contemporaneously herewith, the Association has caused its Articles of Incorporation and Bylaws to be amended so as to be consistent with the terms hereof.

2. Limitations. The Declaration is hereby ratified, and confirmed, and except as provided herein shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms and provisions of this Eighth Amendment and the terms and provisions of the Declaration, the terms and provisions of this Eighth Amendment shall control. Additionally, nothing herein shall be deemed to alter, reduce or modify any rights of MetroWest Master Association, Inc. (“MWMA”) as set forth in the Master Declaration of Protective Covenants and Restrictions for MetroWest, Rules and Regulations and/or other governing documents of the MWMA.

3. Amendment Language: Sections 1.11, 1.12, Article 4, Sections 5.1, 6.3, 8.12, Article 20 are amended and Sections 21.6 and 21.7 are added, all as provided below:

4. Section 1.11. Section 1.11 of the Declaration is hereby amended as follows:

**“1.11 Commercial Owner”** means the persons, corporations, partnerships, joint ventures, trusts or other entity or entities who from time to time may own record legal title to the Commercial Parcel(s). If more than one person or entity owns any Commercial Parcel, those persons and/or entities shall be deemed collectively to be the Commercial Owner, and in such event the Commercial Owner shall act by and through the person or entity designated by persons or entities collectively holding a majority (greater than 50%) ownership interest in the Parcel. However, in the event that a Commercial Condominium qualifies as a Commercial Parcel, as provided for in Section 1.12, then the Commercial Condominium Association shall be deemed to be the Commercial Owner. Notwithstanding, a Commercial Owner may from time to time convey, transfer or assign his/her/its record legal title to a Commercial Parcel even while he/she/it is still owed Shared Building Expenses, property management fees, interest, late fees, attorney’s fees, costs or any other monetary obligation by the Condominium Association located on the same Lot (“Prior Commercial Owner”). Subsequent to the conveyance, transfer or assignment of record legal title to the Commercial Parcel, a Prior Commercial Owner shall continue to have standing as and to qualify as a Commercial Owner for all purposes under this Declaration related to the collection of the outstanding Shared Building Expenses, unpaid property management fees, interest, late fees, attorney’s fees, costs or any other monetary obligation owed by the Condominium Association located on the same Lot as the Commercial Parcel previously owned by the Prior Commercial Owner (“Prior Commercial Owner’s Collection Rights”). The Prior Commercial Owner’s Collection Rights shall include, but shall not be limited to all collection and lien rights against the Condominium Association, the Common Elements, the Unit Owners and the Units with regard to the outstanding Shared Building Expenses, amounts owed pursuant to Section 2.16, property management fees and services owed pursuant to Section 9.3, insurance premiums owed pursuant to Section 10.1, any other monetary obligations owed as well as all interest, late fees, attorney’s fees and costs that accrue or that are incurred. The Prior Commercial Owner’s Collection Rights shall not include any voting rights or any obligation to perform Shared Maintenance Responsibilities or to fund Shared Building Expenses after the date that the Prior Commercial Owner’s record legal

title to the Commercial Parcel is conveyed, transferred or assigned. Notwithstanding any of the foregoing, the provisions contained herein pertaining to Prior Commercial Owners and Prior Commercial Owner's Collection Rights shall only pertain to Lots where a Shared Building is located thereon."

5. Section 1.12. Section 1.12 of the Declaration is hereby amended as follows:

**"1.12 "Commercial Parcel"** means each Lot within the Property, together with all improvements now or hereafter located thereon, less and except (i) any Condominium, and (ii) any Common Areas owned in fee simple by the Association, located on the Lot. However, in the event a Commercial Condominium is constructed and located either (i) solely upon the first floor of a Building or (ii) upon the First Floor of a Building and is also comprised of some or all of the ground located within the Lot (i.e. no portion of the Commercial Condominium is located above the first floor), for all purposes hereunder (including but not limited to voting rights in the Association and allocation of Shared Expenses) such Commercial Condominium shall be regarded as a Commercial Parcel. The Commercial Condominium shall qualify as a Commercial Parcel regardless of whether there are any Condominiums with the same Building that are located above the first floor. The foregoing notwithstanding, in the event a Lot 4 Condominium is established on Lot 4, then each Lot 4 Commercial Unit shall be regarded as a Commercial Parcel for all purposes hereunder. For the avoidance of doubt, the leasable residential area and clubhouse located on Lots 3 and 5B shall be regarded as a Residential Condominium under the Declaration."

6. Article 4. Article 4 of the Declaration is hereby amended as follows:

**"ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS**

**4.1 Membership.** The membership of the Association shall consist of (a) all Commercial Owners, including any Commercial Condominium Associations that meet the definition of a Commercial Owner, and (b) all Lot 4 Commercial Unit Owners. No other Unit Owner or Condominium Association shall be a Member of the Association.

A Member's right to vote on the affairs of the Association shall vest immediately upon such Member's qualification for membership as provided in this Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in this Declaration, the Association's Articles of Incorporation and Bylaws, and any other rules and regulations of the Association.

**4.2 Voting.** Subject to the Lot 4 Owner's right to appoint a majority of the Board of Directors as provided for in section 4.3, In all Association voting matters each Member shall be entitled to one (1) vote per gross leaseable square foot of space in the Commercial Parcel owned by the Member and included within an

issued certificate of occupancy from an appropriate governmental authority. For purposes hereof, "gross leaseable square feet" shall include (i) indoor square footage available for lease by any third party tenant, (ii) interior walls within and surrounding such tenant spaces, and (iii) exterior walls and mezzanine areas surrounding such tenant spaces, but excluding (a) all commonly used Building areas such as hallways, bathrooms, storage or maintenance areas; (b) parking lots or other parking areas, and (c) other portions of the Commercial Parcel located outside of any Building. The gross leaseable square footage shall, however, include hallways, bathrooms, storage and maintenance areas within such tenant spaces available for exclusive lease and use by a tenant, and columns, stairs, shafts and other such areas within such leaseable space. The Association shall calculate the votes of the Members based upon the Building Plans. Notwithstanding any of the foregoing, the Commercial Owner for Lot 2 shall not have any voting rights. Accordingly, the calculation of the total Membership Vote shall exclude any of Lot 2's "gross leaseable square feet." This limitation on Lot 2's voting rights shall not affect or otherwise modify the assessments that are attributable to Lot 2 or the personal obligation of the Commercial Owner for Lot 2 to pay those assessments as more fully referenced in the Declaration, Article 6.

**4.3 Lot 4 Owner.** Notwithstanding Section 4.2, the Lot 4 Owner shall have the right at all times to appoint a majority of the Directors on the Board. The remaining positions on the Board shall be elected in accordance with the Members' voting rights as provided for in Section 4.2. This section shall supersede any conflicting provisions in the Declaration, the Articles of Incorporation or the By-laws.

**4.4 Commercial Condominiums as Commercial Owners.** If a Commercial Condominium is regarded as a Commercial Parcel pursuant to Section 1.12 above, the votes of the Commercial Condominium as a Member of the Association shall be cast as a consolidated vote by the related Commercial Condominium Association."

7. Section 5.1. Section 5.1 of the Declaration is hereby amended as follows:

**"5.1 Board Composition.** The affairs of the Association shall be managed by a Board of Directors. The remaining Directors that are not appointed by the Lot 4 Owner as provided for in the Declaration, Section 4.3, shall be elected by the Members in accordance with the provisions of the Association's Articles of Incorporation and By-Laws. The number of Directors constituting the initial Board of Directors shall be three (3), and there shall never be fewer than three (3) Directors of the Association."

8. Section 6.3. Section 6.3 of the Declaration is hereby amended as follows:

**"6.3 Shared Expense Assessments.** Shared Expense Assessments based upon the annual Association Budget shall be levied by the Association against the Parcels in a total amount anticipated to be sufficient to pay the Shared

Expenses, provide funds for performance by the Association of all of its duties under this Declaration, maintain reserves, and to improve, repair and maintain the Common Areas and other portions of the Property for which the Association has liability or responsibility as provided herein. The Association may allocate Shared Expense Assessments disproportionately when so specified in this Declaration, or otherwise when based upon distinctions in use of Common Areas (e.g. Limited Common Areas) between the various Owners, or upon other reasonable factors. All portions of any Shared Expense Assessments which are not disproportionately allocated shall be allocated as set forth in Section 6.3(a) below to the Lots upon which Buildings have been constructed:

(a) ~~Forty percent (40%) of such total Shared Expense Assessments shall be paid by the Condominiums (the "Condominium Assessment") and sixty percent 60% of such total Shared Expense Assessments shall be paid by the Commercial Parcels ("the "Commercial Assessment").~~ Each Lot with a Condominium shall be assessed for the Condominium as follows: the total gross leasable square footage of a specific Condominium shall be divided by the total gross leasable square footage of all Condominiums in the Association and such number shall then be multiplied by the total amount of the Condominium Assessment for such year and the resulting amount shall be assessed to the applicable Condominium. Each Lot with a Commercial Parcel shall be assessed for the Commercial Parcel as follows: the total gross leasable square footage of a Commercial Parcel shall be divided by the total gross leasable square footage of all Commercial Parcels in the Association and such number shall then be multiplied by the total amount of the Commercial Assessment for such year and the resulting amount shall be assessed to the Applicable Commercial Parcel. Shared Expense Assessments may also include capital reimbursement sums payable to the Association by Owners, Commercial Condominium Unit Owners and Unit Owners who are benefited by Limited Common Areas, to reimburse the Association for costs of acquiring and/or constructing the facilities which are the subject of the Limited Common Area. For the avoidance of doubt, and solely for calculation of the percentage of Shared Expense Assessments to be paid, the leasable residential area located on Lot 4 shall be regarded as a Residential Condominium under the Declaration.

9. Section 8.12. Section 8.12 of the Declaration is amended as follows:

**"8.12 Additional Restrictions.** The Association may from time to time enact additional reasonable rules and regulations governing the use, enjoyment and operation of the Property, including but not limited to rules concerning lighting, noise, hours of nonresidential operations, traffic speed limits and security measures; provided no such rule or regulation shall unreasonably interfere with the permitted use or operation of the Commercial Parcels, materially adversely impact the normal and reasonable operation of any Commercial Parcel tenant's business or require any such tenant to deviate from its

normal hours of operation, and customers will not be unreasonably prevented from accessing businesses located in the Commercial Parcels. The Association may also enact reasonable rules and regulations with respect to the use, storage, transport or disposal of any hazardous materials upon or within the Property, or other dangerous activities. Association rules and regulations may differ with respect to the use and enjoyment of the Commercial Parcels, the Office Condominiums and the Residential Condominiums, provided a reasonable basis exists for such differing treatment. No Owner, Commercial Condominium Unit Owner or Unit Owner may impose any further restriction upon any Parcel, Commercial Condominium Unit, Unit or other portion of the Property without the consent of the Association, to be given in the sole discretion of the Board. The preceding sentence shall not apply to Lot 4 Owners.”

10. Article 20. Article 20 of the Declaration is amended as follows:

**“ARTICLE 20. AMENDMENT**

**20.1 Amendments**. In addition, but subject to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, corrected, modified or added to at any time and from time to time upon the execution and recordation of an instrument executed by the President of the Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least two-thirds (2/3) of the votes of the Members.

**20.2 Commercial Owner’s Consent**. Notwithstanding any language to the contrary in Section 20.1, any amendment that will have the effect of transferring or assigning the Association’s maintenance, repair or replacement obligation for any Association Parking Lots, parking facilities, parking lots, parking areas, parking spaces, valet parking, Limited Common Area Parking Spaces or any portion of the Common Area(s) from the Association to any Commercial Owner or Commercial Condominium Unit Owner, shall require the consent of the affected Commercial Owner or Commercial Condominium Unit Owner. This provision may only be amended by an instrument adopted by a unanimous (100%) vote of all the Members.

**20.3 Lot 4 Owner’s Consent**. Notwithstanding any language to the contrary in Section 20.1, any amendment that will adversely impact the Lot 4 Owner’s ability to appoint a majority of the Board of Directors shall require the consent of the Lot 4 Owner. This provision may only be amended with the consent of the Lot 4 Owner.”

11. New Section 21.6. Section 21.6 is hereby added to the Declaration, as follows:

**“21.6 Lot 4**. From and after the recordation of the Eighth Amendment to the Declaration, no action may be taken by the Association nor may the

Declaration be amended in any manner which adversely impacts Lot 4 or the Lot 4 Owner, in the Lot 4 Owner's sole discretion, without the written consent of Lot 4 Owner."

12. New Section 21.7. Section 21.7 is hereby added to the Declaration, as follows:

**"21.7 Lots 3 and 5B.** From and after the recordation of the Eighth Amendment to the Declaration, no action may be taken by the Association with respect to Lots 3 and/or 5B or the Owner thereof ("Lots 3 and 5B Owner"), in the Lots 3 and 5B Owner's sole discretion, without the written consent of the Lots 3 and 5B Owner, that results in any of the following: (i) a subsequent amendment to the Declaration whereby the leasable square footage of Lots 3 and/or 5B are no longer regarded as a Residential Condominium under the Declaration, (ii) the amount of Assessments set forth in the Declaration are disproportionately applied to Lots 3 and 5B Owner, (iii) the forty percent (40%) allocation of the Shared Expense Assessments to the Condominiums set forth in Section 6.3(a) of the Declaration is increased, and/or (iv) the assessment calculation method set forth in the second sentence of Section 6.3(a) is amended or otherwise not calculated in such manner."

*[Execution pages follow immediately on next page]*



IN WITNESS WHEREOF, the Association has executed this Eighth Amendment to the Declaration as of the day and year first above written.

VERANDA PARK COMMERCIAL  
PROPERTY OWNERS ASSOCIATION,  
INC., a Florida not-for-profit corporation

SIGNATURES WITNESSED BY:

[Signature]  
Name: Marian Dawe

By: [Signature]  
Name: Steven Darrow  
Title: President

[Signature]  
Name: Lisa Gaudet

Province Nova Scotia  
STATE OF Nova Scotia  
COUNTY OF Halifax

The foregoing instrument was acknowledged before me  by physical presence or  by online notarization, on this 27 day of May, 2020, by Steven Darrow, the President of the Veranda Park Commercial Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is either  personally known to me, or  has produced a valid driver's license of the State of Florida as identification.

[Signature]  
Notary Public Signature  
STEPHEN P.J. McNEIL  
A Notary Public in and for the  
Province of Nova Scotia  
Print Name of Notary Public

(Seal)

**ATTESTATION**

The undersigned Secretary of the Veranda Park Commercial Property Owners Association, Inc., does hereby attest to the certification of the President of the Association set forth herein.


By: [Signature]  
Name: SHARON CASILUA  
Title: Community manager

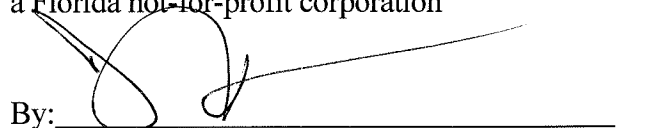
**JOINDER**

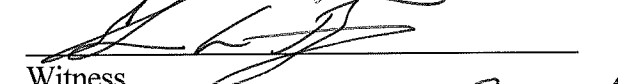
**METROWEST MASTER ASSOCIATION, INC.** as MASTER ASSOCIATION under the Master Declaration (as described herein) hereby joins into this Eighth Amendment to Declaration of Covenants, Easements and Restrictions for Veranda Park for the sole purpose of evidencing its approval of this Eighth Amendment, pursuant to Section 3.2 and Section 13.1 of the Master Declaration.

**METROWEST MASTER ASSOCIATION, INC. ,**

a Florida not-for-profit corporation

  
\_\_\_\_\_  
Witness  
Print Name: Tary Gandy

By:   
\_\_\_\_\_  
Name: JIM DRAYTON  
Title: President MWMA PRESIDENT

  
\_\_\_\_\_  
Witness  
Print Name: SHANNON L. BRYSON

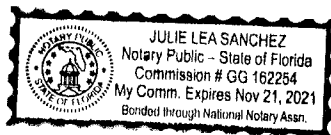
(Corporate Seal)


STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2020, by Jim Drayton, as President of **METROWEST MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

(Seal)



  
\_\_\_\_\_  
Notary Public Signature  
JULIE LEA SANCHEZ  
\_\_\_\_\_  
Print Name of Notary Public