

PREPARED BY:

Brian M. Jones
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, FL 32801

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

THIS CERTIFICATE OF SIXTH AMENDMENT (this "Amendment") is made and effective this 3rd day of April, 2019, 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").

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").

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").

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").

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.

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") (the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment are hereinafter together referred to as the "Declaration").

WHEREAS, Geosam Veranda, LLC ("Geosam Owner") owns that certain property subject to the Declaration as more particularly described on Exhibit A attached hereto and incorporated herein ("Lots 3 and 5B").

WHEREAS, Geosam Owner desires to designate the particular assessment structure for Lots 3 and 5B under the Declaration given the particular use contemplated for Lots 3 and 5B.

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 two-thirds (2/3rd) vote of the Members of the Association has approved the same.

WHEREAS, a member 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 April 3, 2019 ("Member Meeting"). At the meeting this Amendment to the Declaration was duly approved by at least a two-thirds vote of the Members of the Association as required by said Section 20.

WHEREAS, The President of the Association, by its execution hereof, does certify that this Amendment to the Declaration was duly approved by at least a two-thirds of the votes of the Members of the Association as required by Article 20 of the Declaration.

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

WITNESSETH

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Commercial Parcel. For purposes of the definition of "Commercial Parcel" set forth in Section 1.12 of the Declaration, all of the gross leasable square feet of that certain club house to be located on Lots 3 and 5B shall be regarded as a Commercial Parcel for all purposes under the Declaration and shall in no event be considered a Condominium. For the avoidance of

doubt, all leasable residential area located on Lots 3 and 5B shall be regarded as a Residential Condominium under the Declaration.

2. Section 6.3. Section 6.3 of the Declaration is hereby deleted and replaced with the following:

“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 responsibilities 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 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.”

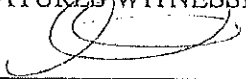
3. Limitations. The Declaration is hereby ratified, and confirmed, and except as provided herein shall remain unmodified and in full force and effect. In the event of any inconsistencies between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall control.


[Executions follow immediately on next page]

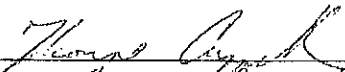
IN WITNESS WHEREOF, the Association has executed this Amendment to the Declaration as of the day and year first above written.

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

SIGNATURES WITNESSED BY:


Name: Marisol Pizarro

By: 
Name: Neil Morley
Title: President


Name: Thomas Cappellano

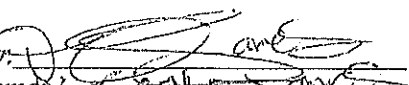
STATE OF FLORIDA

COUNTY OF D'ANGELO

The foregoing instrument was acknowledged before me on this 3rd day of April, 2019, by Neil Morley, 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 [check one] personally known to me, or has produced a valid driver's license of the State of Florida as identification.

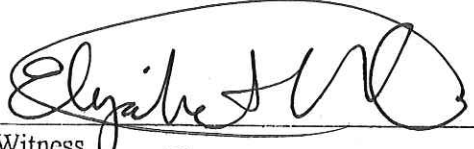
ATTESTATION

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: 
Name: Cary [unclear]
Title: Secretary


JOINDER

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

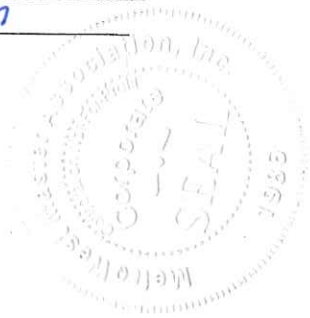

Witness
Print Name: ELIZABETH CABAN


Witness
Print Name: Julie Sanchez

METROWEST MASTER ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: 
Name: Jim Drayton
Title: President

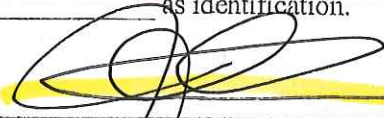
(Corporate Seal)



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of April, 2019, 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

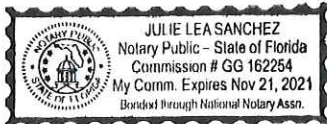


Exhibit A

Property Description

Lots 3 and 5B, VERANDA PARK FOURTH REPLAT, according to the plat thereof, as recorded in Plat Book 91, Pages 41 and 42, Public Records of Orange County, Florida.