

**Prepared by and Return To:**

**Erik F. Whynot, Esq.  
Whynot Law Firm  
2003 Longwood Lake Mary Rd.  
Suite 1007  
Longwood, FL 32750  
407-541-0050**

**CERTIFICATE OF SIXTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RANDAL PARK TOWNHOMES**

This Certificate of Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Sixth Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by Randal Park Townhomes Owners' Association, Inc. ("Association"), a Florida not for profit corporation.

**W I T N E S S E T H**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Randal Park Phase 3C ("Original Declaration") was recorded in Book 10813, Page 8195, in the Public Records of Orange County, Florida, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes (fka for Randal Park Phase 3C) ("First Amendment") was recorded in Book 10970, Page 9242, in the Public Records of Orange County, Florida, as amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Second Amendment") was recorded at Document No. 20160231518, in the Public Records of Orange County, Florida, as amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Third Amendment") was recorded at Document No. 20160393123, in the Public Records of Orange County, Florida, as amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Fourth Amendment") was recorded at Document No. 20160471681, in the Public Records of Orange County, Florida, as amended by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Fifth Amendment") was recorded at Document No. 20180435518, in the Public Records of Orange County, Florida. Collectively, the Original Declaration and all of the above amendments shall be referred to as the "Declaration";

**WHEREAS**, the Association desires to amend its Declaration as specifically listed on Exhibit 1 attached hereto;

**WHEREAS**, pursuant to Section 13.4, of the Declaration, the Declaration "may be amended by the affirmative vote of seventy-five percent (75%) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present";

**WHEREAS**, a duly noticed meeting of the members of the Association was held on November 30, 2023, where a quorum was obtained and at least 75% of those members present at the membership meeting voted and approved of the Sixth Amendment attached hereto at Exhibit 1;

**NOW, THEREFORE**, the Association hereby amends the Declaration heretofore filed as follows:

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

2. In the event there is conflict between this Sixth Amendment and any provision of the Declaration this Sixth Amendment shall control.

3. The Declaration and this Sixth Amendment and the exhibits attached hereto shall be read as one document wherever possible.

4. The Association's Declaration is hereby amended as indicated on Exhibit 1, attached hereto. All provisions that are not specifically amended herein remain in full force and effect. New amendments are indicated by ~~strikethrough~~ for removed language and underline for new language.

**WITNESSES:**

Magaly Velazquez 11012 Sycamore Woods Dr  
Orlando FL 32832  
Sign Name

Magaly Velazquez  
Print Name

[Signature]  
Sign Name

Abimael Rodriguez  
Print Name 10130 Shadow Creek Dr Orlando FL 32832

STATE OF FLORIDA )  
COUNTY OF ORANGE )

**RANDAL PARK TOWNHOMES  
OWNERS' ASSOCIATION, INC., a Florida  
not for profit corporation**

Dario Cersosimo  
Sign Name

Dario Cersosimo  
Print Name

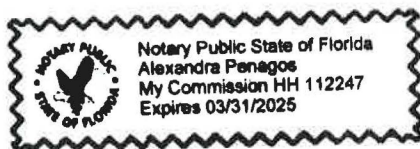
Its: President

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2024, by, Dario Cersosimo as President of Randal Park Townhomes Owners' Association, Inc., who X is personally known to me or, \_\_\_\_\_ produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC - STATE OF FLORIDA

Alexandra Penagos  
Print Name of Notary

My Commission Expires: 03/31/2025  
Serial/Commission No.: HH 112247



## **EXHIBIT 1**

Pursuant to Section 13.4 of the Declaration, the Association hereby amends the below specified provisions of the Declaration as follows:

---

➤ **SECTION 3.22 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 3.22. Short Term Rentals. Rentals of any Residence for a period less than twelve (12) months shall be prohibited. **No Residence shall be leased or rented for the first six (6) months immediately proceeding any conveyance of the Residence to a new owner.** All leases shall be filed with the Association in accordance with the requirements promulgated from time to time by the Board of Directors; such filing shall be complied with seven (7) days after the effective date of the lease. All leases and occupancy of leased premises shall comply with the zoning laws and regulations of the City.

➤ **SECTION 5.12 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 5.12. Effect on Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid on the date due then such assessment shall become delinquent and shall **be charged a late fee of Twenty-Five and No/1000 (\$25.00) Dollars for each month said account remains delinquent,** together with accrued and accruing interest and costs of collection as herein provided, become due and payable and be a continuing lien on such Lot which shall bind such Lot and the then Owner. The Association may record a notice of lien for delinquent assessments in the Public Records of Orange County, Florida, and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments, interest and costs of collection accruing thereafter until satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ~~twelve~~ **eighteen** percent (~~12%~~ **18%**) per annum **or the highest rate allowed by law, whichever is more,** and the Association may bring an action at law against the Owner to pay the same, if personally obligated, or foreclose the lien against the Lot, there being added to the amount of such assessment.

➤ **SECTION 11.1.1 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 11.1.1 Painting of Improvements. The Association may paint from time to time the exterior walls of all buildings, including any townhomes built on the Lots. The cost of such painting in connection therewith shall be an expense of the Association for which an Annual or Special Assessment may be made to Unit Owners. If an Owner has caused or allowed damage or deterioration of his improvement resulting in the need for more than incidental repairs then the cost of such painting and/or repair which the Board, in its discretion, believes exceeds what is typically required of such improvements may, be assessed to the Owner of that improvement at the time painting is required. In the event the Association paints any fence, wall, or other

Improvement along the common boundary of two (2) Lots (other than exterior walls of any townhomes), the cost of same shall be borne equally between the adjacent Owners. ~~Notwithstanding anything in this Section to the Contrary, the Association shall not be required to repair or replace any damage or destruction to any improvements on a Lot. In furtherance of the painting and maintenance exterior walls of all buildings, including any townhomes built on the Lots, commencing in the next budget year following the date of recordation of this Third Amendment and on an annual basis thereafter, the Association shall engage one or more independent contractors certified in building envelope (not including roof) inspections, maintenance, and moisture and water intrusion to perform a visual inspection of the buildings, to prepare a written report that details the results of the inspection and recommends to the Declarant (if applicable) and Board of Directors the portions of the buildings, and a schedule of timing therefor, which may require cementitious finish or other repair or painting as may be needed to properly maintain the exterior walls and avoid moisture or water intrusion into the buildings. The cost of the inspections shall be a Common Expense of the Association. The budget of the Association shall be amended, from time to time, to incorporate the recommendations set forth in the inspections and scheduling as may be set forth in such reports. However, nothing contained herein shall preclude the Board of Directors from scheduling paint or cementitious finish repair or maintenance more frequently than may be set forth in any report received.~~

➤ **SECTION 13.4 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 13.4. Amendment. Unless provided otherwise herein, this Declaration may be amended by the affirmative vote of ~~seventy-five~~ fifty-one percent (~~75%~~ 51%) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present as provided in the By-Laws when written notice of such meeting specifies the proposed amendment and amendments to be considered at such meeting. If an amendment is approved by the Members in the foregoing manner, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date thereof, the date of the meeting of the Association at which such amendment was adopted, the date upon which notice of such meeting was given, the number of votes required to constitute a quorum at such meeting, the number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total numbers of votes cast against the amendment. Anything contained herein to the contrary notwithstanding, there shall be no amendments to the Declaration that materially or adversely affect rights granted or reserved herein to the Declarant without its written consent. In addition, the Declarant expressly reserves the right, so long as it is a Class "B" Member, to amend this Declaration without the necessity of concurrent action or approval of the Owners so long as such amendment does not materially or adversely affect the interests of the Owners. Furthermore, any amendment to this Declaration which would tend to alter or affect any surface water management system permitted by the St. Johns Water Management District shall require prior written approval of the St. Johns River Water Management District. All amendments to this Declaration shall be recorded in the Public Records of Orange County, Florida.

**Prepared by and Return To:**

Erik F. Whynot, Esq.  
Whynot Law Firm  
2003 Longwood Lake Mary Rd.  
Suite 1007  
Longwood, FL 32750  
407-541-0050

**CERTIFICATE OF SIXTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR RANDAL PARK TOWNHOMES**

This Certificate of Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Sixth Amendment") is made this 5 day of JANUARY, 2024 by Randal Park Townhomes Owners' Association, Inc. ("Association"), a Florida not for profit corporation.

**W I T N E S S E T H**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Randal Park Phase 3C ("Original Declaration") was recorded in Book 10813, Page 8195, in the Public Records of Orange County, Florida, as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes (Ika for Randal Park Phase 3C) ("First Amendment") was recorded in Book 10970, Page 9242, in the Public Records of Orange County, Florida, as amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Second Amendment") was recorded at Document No. 20160231518, in the Public Records of Orange County, Florida, as amended by the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Third Amendment") was recorded at Document No. 20160393123, in the Public Records of Orange County, Florida, as amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Fourth Amendment") was recorded at Document No. 20160471681, in the Public Records of Orange County, Florida, as amended by the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Randal Park Townhomes ("Fifth Amendment") was recorded at Document No. 20180435518, in the Public Records of Orange County, Florida. Collectively, the Original Declaration and all of the above amendments shall be referred to as the "Declaration";

**WHEREAS**, the Association desires to amend its Declaration as specifically listed on Exhibit 1 attached hereto;

**WHEREAS**, pursuant to Section 13.4, of the Declaration, the Declaration "may be amended by the affirmative vote of seventy-five percent (75%) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present";

**WHEREAS**, a duly noticed meeting of the members of the Association was held on November 30, 2023, where a quorum was obtained and at least 75% of those members present at the membership meeting voted and approved of the Sixth Amendment attached hereto at Exhibit 1;

**NOW, THEREFORE**, the Association hereby amends the Declaration heretofore filed as follows:

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

2. In the event there is conflict between this Sixth Amendment and any provision of the Declaration this Sixth Amendment shall control.

3. The Declaration and this Sixth Amendment and the exhibits attached hereto shall be read as one document wherever possible.

4. The Association's Declaration is hereby amended as indicated on Exhibit 1, attached hereto. All provisions that are not specifically amended herein remain in full force and effect. New amendments are indicated by ~~strike through~~ for removed language and underline for new language.

**WITNESSES:**

**RANDAL PARK TOWNHOMES  
OWNERS' ASSOCIATION, INC., a Florida  
not for profit corporation**

Magaly Velazquez 11012 Sycamore Woods Dr  
Orlando FL 32832 By: Dario Cersosimo  
Sign Name

Magaly Velazquez  
Print Name

Dario Cersosimo  
Print Name

[Signature]  
Sign Name

Its: President

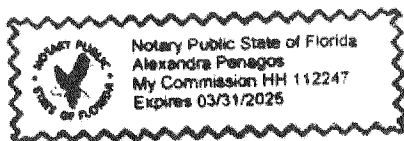
Abimael Rodriguez  
Print Name 10130 Shadow Creek Dr Orlando FL 32832

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January, 2024, by, Dario Cersosimo as President of Randal Park Townhomes Owners' Association, Inc., who X is personally known to me or, \_\_\_\_\_ produced \_\_\_\_\_ as Identification.

[Signature]  
NOTARY PUBLIC - STATE OF FLORIDA

Alexandra Penagos  
Print Name of Notary



My Commission Expires: 03/31/2025  
Serial/Commission No.: HH 112247

**EXHIBIT 1**

Pursuant to Section 13.4 of the Declaration, the Association hereby amends the below specified provisions of the Declaration as follows:

---

➤ **SECTION 3.22 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 3.22. Short Term Rentals. Rentals of any Residence for a period less than twelve (12) months shall be prohibited. **No Residence shall be leased or rented for the first six (6) months immediately proceeding any conveyance of the Residence to a new owner.** All leases shall be filed with the Association in accordance with the requirements promulgated from time to time by the Board of Directors; such filing shall be complied with seven (7) days after the effective date of the lease. All leases and occupancy of leased premises shall comply with the zoning laws and regulations of the City.

➤ **SECTION 5.12 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 5.12. Effect on Nonpayment of Assessments; Remedies of the Association. If any assessment is not paid on the date due then such assessment shall become delinquent and shall **be charged a late fee of Twenty-Five and No/1000 (\$25.00) Dollars for each month said account remains delinquent.** together with accrued and accruing interest and costs of collection as herein provided, become due and payable and be a continuing lien on such Lot which shall bind such Lot and the then Owner. The Association may record a notice of lien for delinquent assessments in the Public Records of Orange County, Florida, and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments, interest and costs of collection accruing thereafter until satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of **twelve eighteen** percent (~~12%~~ **18%**) per annum **or the highest rate allowed by law, whichever is more.** and the Association may bring an action at law against the Owner to pay the same, if personally obligated, or foreclose the lien against the Lot, there being added to the amount of such assessment.

➤ **SECTION 11.1.1 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 11.1.1 Painting of Improvements. The Association may paint from time to time the exterior walls of all buildings, including any townhomes built on the Lots. The cost of such painting in connection therewith shall be an expense of the Association for which an Annual or Special Assessment may be made to Unit Owners. If an Owner has caused or allowed damage or deterioration of his improvement resulting in the need for more than incidental repairs then the cost of such painting and/or repair which the Board, in its discretion, believes exceeds what is typically required of such improvements may, be assessed to the Owner of that improvement at the time painting is required. In the event the Association paints any fence, wall, or other

Improvement along the common boundary of two (2) Lots (other than exterior walls of any townhomes), the cost of same shall be borne equally between the adjacent Owners. ~~Notwithstanding anything in this Section to the Contrary, the Association shall not be required to repair or replace any damage or destruction to any improvements on a Lot. In furtherance of the painting and maintenance exterior walls of all buildings, including any townhomes built on the Lots, commencing in the next budget year following the date of recordation of this Third Amendment and on an annual basis thereafter, the Association shall engage one or more independent contractors certified in building envelope (not including roof) inspections, maintenance, and moisture and water intrusion to perform a visual inspection of the buildings, to prepare a written report that details the results of the inspection and recommends to the Declarant (if applicable) and Board of Directors the portions of the buildings, and a schedule of timing therefor, which may require cementitious finish or other repair or painting as may be needed to properly maintain the exterior walls and avoid moisture or water intrusion into the buildings. The cost of the inspections shall be a Common Expense of the Association. The budget of the Association shall be amended, from time to time, to incorporate the recommendations set forth in the inspections and scheduling as may be set forth in such reports. However, nothing contained herein shall preclude the Board of Directors from scheduling paint or cementitious finish repair or maintenance more frequently than may be set forth in any report received.~~

➤ **SECTION 13.4 OF THE DECLARATION IS HEREBY AMENDED AS FOLLOWS:**

Section 13.4. Amendment. Unless provided otherwise herein, this Declaration may be amended by the affirmative vote of ~~seventy-five~~ fifty-one percent (~~75%~~ 51%) of the Members present or represented by proxy and entitled to vote at any meeting at which a quorum is present as provided in the By-Laws when written notice of such meeting specifies the proposed amendment and amendments to be considered at such meeting. If an amendment is approved by the Members in the foregoing manner, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date thereof, the date of the meeting of the Association at which such amendment was adopted, the date upon which notice of such meeting was given, the number of votes required to constitute a quorum at such meeting, the number of votes necessary to adopt the amendment, the total number of votes cast in favor of the amendment, and the total numbers of votes cast against the amendment. Anything contained herein to the contrary notwithstanding, there shall be no amendments to the Declaration that materially or adversely affect rights granted or reserved herein to the Declarant without its written consent. In addition, the Declarant expressly reserves the right, so long as it is a Class "B" Member, to amend this Declaration without the necessity of concurrent action or approval of the Owners so long as such amendment does not materially or adversely affect the interests of the Owners. Furthermore, any amendment to this Declaration which would tend to alter or affect any surface water management system permitted by the St. Johns Water Management District shall require prior written approval of the St. Johns River Water Management District. All amendments to this Declaration shall be recorded in the Public Records of Orange County, Florida.