

CFN 20210242443
OR BK 32519 PG 1426
RECORDED 05/25/2021 15:25:30
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1426 - 1431; (6pgs)

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
FOR ALBANESE COMMERCE CENTER, A CONDOMINIUM**

WE HEREBY CERTIFY that the attached amendments to the Declaration of Condominium for Albanese Commerce Center, A Condominium ("Declaration"), recorded in Official Records Book 13325, Page 1840, in the Public Records of Palm Beach County, Florida, were duly adopted in the manner provided in Article XIX of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 18 day of May, 2021, in Palm Beach County, Florida.

Executed in the presence of (as to all signatures):

[Signature]
Signature of Witness

Tad Pelkey
Printed Name of Witness

[Signature]
Signature of Witness

Bart Shiver
Printed Name of Witness

By: Diane Saelinger
Diane Saelinger, President

By: Tom Sedita
Tom Sedita, Vice President

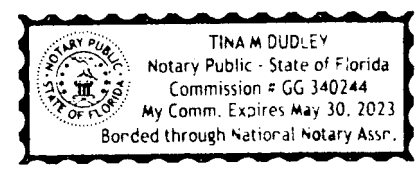
By: [Signature]
Reuven Ginton, Secretary/Treasurer

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

On this 18 day of May, 2021, personally appeared Diane Saelinger, Tom Sedita, and Reuven Ginton, the President, Vice President, and Secretary/Treasurer, respectively, of Albanese Commerce Center Condominium Association, Inc., who are personally known to me or who produced his/her driver's license as identification, and acknowledged that he/she executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
NOTARY PUBLIC
My Commission Expires: 05-30-2023



AMENDMENTS TO DECLARATION OF CONDOMINIUM
FOR ALBANESE COMMERCE CENTER, A CONDOMINIUM

(additions indicated by underlining, deletions by "strikethroughs" and
unaffected language by "... " or "***")

Amendments to Article VIII, Section 8.1.3 of the Declaration of Condominium
for Albanese Commerce Center, A Condominium ("Declaration"), as follows:

ARTICLE VIII. Common Expense and Common Surplus

8.1.3 Expenses of obtaining or providing: (a) trash removal service; (b) water service; and (c) sewer service for all Unit Owners. Such water service as is necessary to service two (2) restrooms and a common area lounge or other standard sink shall be provided to each Unit Owner on a common basis and is to be paid as a common expense of the Association. In the event any Unit Owner or the authorized tenant of any Unit Owner utilizes water in excess of those specified in this subsection, said Unit Owner and/or authorized tenant shall be obligated at the expense of such Unit Owner and/or tenant to provide and install, by a properly licensed and insured plumbing contractor acceptable to the Association in the reasonable exercise of its discretion, a separate meter and all necessary piping for such water usage and shall maintain the account for such meter in said Unit Owner's and/or tenant's name and shall make all payments necessary or required for such water usage. The Association maintains four dumpsters. Each Unit Owner and/or authorized tenant of a Unit Owner may use their proportional percentage of the dumpster(s), based on the square footage of each Unit compared to the square footage of all 16 Units, so that all 16 units have equal use (or at least an opportunity for equal use) of the dumpster(s). If any Unit Owner or authorized tenant of a Unit Owner overuses the dumpster(s) in such a manner that such Unit Owner or authorized tenant of a Unit Owner is using more than their proportional share of the dumpster(s), whether on an isolated basis, or a weekly or monthly basis or such period of time as determined by Board rule from time to time, such that any other Unit Owner is prevented from utilizing the dumpster(s), as determined by the Board in its reasonable discretion, the Board may schedule one or more additional trash pickups, whether on an isolated basis or on a regular basis as determined by the Board in its reasonable discretion, and may charge the subject Unit Owner(s) and/or authorized tenant(s) of the subject Unit Owner(s) for the costs of the additional trash pickup(s). The Association, in addition, may seek to fine the offending Unit Owner for such overuse of the Association's dumpster(s). The Association may adopt by Board rule from time to time further criteria regarding each Unit's proportional share of the dumpster(s) and further defining the concept of "overuse" of the dumpster(s). If any Unit Owner or authorized tenant of a Unit Owner fails to pay the charges for additional trash pickups to the Association within fifteen (15) days of receipt of the Association's invoice for such charge(s), the Association may specially

assess the subject Unit Owner and Unit for such charge(s), and the Association shall have a continuing lien on the subject Unit to secure repayment of such special assessment, and the Association may enforce and foreclose said lien in the same manner as a lien for unpaid assessments for common expenses, in the manner provided in this Declaration and by Chapter 718, Florida Statutes, as same may be amended and/or renumbered from time to time.

2. Amendments to Article IX, Section 9.1.2.8 of the Declaration, as follows:

ARTICLE IX. Maintenance, Alterations, and Improvements

* * *

9.1.2.8 Not to alter, change the appearance of or modify the truck loading dock areas and to at all times maintain it in a condition of good repair consistent with the directives of the Association. All mechanical (removable) loading dock ramps shall be restricted in size to a size no larger than forty-five (45) feet in length.

3. Amendments to Article X, Section 10.7 of the Declaration, as follows:

ARTICLE X. Use Restrictions

* * *

10.7 Restrictions. No boats, trailers, recreational vehicles, semi-tractor trailer trucks, or other commercial vehicles shall be parked or kept in the parking areas of the Condominium. Semi-tractor trailer trucks and other commercial delivery or service vehicles may be parked and kept in the truck loading bays appurtenant to the Units when authorized by the owner of such truck loading bay. However, no semi-tractor trailer truck longer than 53 feet may be parked overnight in the truck loading bays. Passenger type vans, even if used for business deliveries and commercial purposes, pickup trucks, and passenger SUVs do not constitute commercial vehicles of the type prohibited from being in the parking areas of the condominium by the provisions of this paragraph 10.7.

4. Amendments to Article XI of the Declaration, as follows:

ARTICLE XI. Maintenance of Community Interests

* * *

11.2.1.1 Sale. A Unit Owner intending to accept a bona fide offer of sale of his Unit, or any interest therein, shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require which shall include but not be limited to the type of

business that will be conducted and a certification by the purchaser confirming the same, which certification shall be conclusively presumed to have been relied upon by the Association in approving the transaction. (A bona fide offer being defined as an offer in writing binding upon the offered and containing all the pertinent terms of such sale or lease, and accompanied by an earnest money deposit in an amount equal to ten percent (10%) of the purchase price if such offer is an offer to purchase a Unit). Such notice at the Unit owner's option may include a demand by the Unit Owner that if the proposed purchaser is not approved, the Association furnish a purchaser, which purchaser may be the Association; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

* * *

11.3.1. Sale. If the proposed transaction is a sale, the Association will notify the Unit Owner and proposed purchaser(s) of the Association's disapproval in writing, and the sale shall not be made, and if the notice of sale given by the Unit Owner shall so demand, then within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase by a purchaser approved by the Association who will purchase, and to whom the Unit Owner must sell the Unit upon the following terms: Any attempt to sell a Unit in contravention of the provisions contained herein shall be a breach of this Declaration, shall be wholly null and void, and shall confer no interest or title whatsoever in the Unit to the purchaser(s), and the Board may seek to undo any sale made without Association approval, and all costs and attorneys' fees incurred by Association shall be reimbursed by the Unit Owner, and Association may specially assess the Unit Owner for all such costs and attorneys' fees, and the Association shall have a continuing lien on the Unit Owner's Unit to secure such costs and the repayment of such special assessment, in the same manner as a lien for unpaid Assessments for common expenses, and the Association may enforce and foreclose such lien in the same manner as lien for unpaid Assessments for common expenses, in the manner provided in this Declaration and by Chapter 718, Florida Statutes, as same may be amended and/or renumbered from time to time. The Board may consider, without limitation, the following factors as constituting good cause for any disapproval of a proposed sale (or lease):

- (i) The person (which may include here and elsewhere in the criteria delineated herein any entity, and/or any principal, officer, director, partner, or member of any entity) seeking approval (or any occupant under the proposed sale or lease) has been convicted in the past ten (10) years of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies where the charges resulted in an adjudication withheld, or any such person or occupant is identified as a registered sex offender;

- This is not a contract*
- (ii) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association, or that approval of such sale or lease, and/or the resulting use and/or occupancy of the Unit by the applicant(s), would result in a violation of any provision of the Association's governing documents;
 - (iii) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Association as a lessee, Unit Owner or occupant of a Unit, or as a guest of any lessee or Owner;
 - (iv) The person seeking approval failed to provide the information or fees required to process the application in a timely manner or included inaccurate or false information in the application;
 - (v) The Owner requesting the sale or lease approval has had fines assessed against him or her which have not been paid;
 - (vi) All assessments and other charges against the Unit have not been paid in full;
 - (vii) The person seeking approval does not have the financial ability to cover the costs of the ownership of the Unit or the tenancy (and the Board may adopt by Board rule from time to time further criteria related to such financial criteria, including without limitation a minimum credit score);
 - (viii) The person seeking approval will be conducting a business which substantially affects parking in a negative manner, as may be determined by the Board in its reasonable discretion; or
 - (ix) The person seeking approval will be conducting a business, or making alterations to the unit, which could cause a potentially dangerous overload, or negative impact, on the Association's utility systems, fire sprinkler system or fire alarm system, or which could potentially be a fire hazard, all as may be determined by the Board in its reasonable discretion.

~~11.3.1.1 The price to be paid shall be that stated in the disapproved contract to sell.~~

~~11.3.1.2 The purchase price shall be on such terms as are contained in the disapproved contract or as may be otherwise agreed upon by the parties.~~

~~11.3.1.3 The sale shall be closed within the time frame specified in the disapproved contract or as may be otherwise agreed upon by the parties.~~

~~11.3.1.4 A certificate of the Association executed by its President (or a Vice President), having the corporate seal affixed, and approving the purchaser, shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.~~

~~11.3.1.5 If the Association shall fail to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by the~~

~~Association shall default in his agreement to purchase, then notwithstanding the disapproval or default, the Unit Owner's proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.~~

* * *

This is not a certified copy