

This instrument prepared by/return to:
Chase Mills, Esq.
Jackson Law Group
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

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ID: 2016021158
County: Flagler
Date: 6/30/2016 Time: 10:13 AM

CERTIFICATE OF AMENDMENT

SECOND AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM FOR PALM COAST COMMERCIAL/INDUSTRIAL CENTER
CONDOMINIUM ASSOCIATION, INC.

THIS SECOND AMENDMENT to the Declaration of Condominium for Palm Coast Commercial/Industrial Center Condominium Association, Inc. ("Declaration") is made this 27 day of June, 2016. The undersigned officers of the Palm Coast Commercial & Industrial Center Condominium Owners' Association, Inc. ("Association"), hereby certify that, pursuant to Section 13.1 of the Declaration and applicable law, the following amendment to the Declaration was approved by not less than two-thirds of the membership represented in person or by proxy at a duly-noticed and convened membership meeting held on May 23, 2016. The following provisions shall amend the provisions of the Declaration originally recorded on July 7, 2006 at Book 1456, Page 457, et seq. of the Official Records of Flagler County, Florida.

(Additions are indicated by underline, deletions by ~~strikethrough~~)

12.9 Nuisances: Other Improper Use.

(a) Nuisances. Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Unit or Common Elements. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of the Condominium.

(b) ~~Insurance;~~ Utility Costs. An Owner shall not permit or suffer anything to be done or kept in or do nothing that Nothing shall be done or kept on any Unit, the Limited Common Elements, or the Common Elements which will increase the rate or costs of, or result in cancellation of, insurance or utilities for the Condominium or any other Unit, or the contents thereof, without the prior written consent of the Association. In addition to any other remedy available at law or in equity, the Association may levy a special assessment against the Owner for the amount of any increase in the Association's insurance premiums, utility costs, or expenses occasioned by the use, misuse, occupancy, or abandonment of a Unit, its appurtenances, the Limited Common Elements, or Common Elements. Failure by an Owner to pay the special assessment within thirty (30) days from a written demand by the Association shall be subject to the same lien rights and other rights of collection applicable to other assessments under Section 10.4 of this Declaration.

The Board shall be authorized to establish rules, guidelines, and policies to determine whether an increase in such costs has occurred and may rely on any information pertinent to determining the cause and amount of any increase in such costs, which may include, but shall not be limited to: information obtained from an insurance carrier, agent, or other related party; previous

utility charges associated with a building and/or Unit; and any other information concerning historical utility and insurance costs associated with the building and/or Unit.

This Section 12.9 shall only apply to an Owner who obtains title to a Unit after the recordation of this amendment in the official records of Flagler County, Florida. Further, this amendment shall be applicable to any current Owner that is a business organization (including a corporation, limited liability company, partnership, or any other legally recognized entity of any nature whatsoever), trust, or association, (collectively, "Entity") subsequent to any transfer of any ownership or other legal or equitable interest in the Entity, irrespective of whether legal or equitable title to the Unit itself was transferred. For example, if ABC Corporation were the record owner of a Unit as of the date of recordation of this amendment, and if a shareholder in ABC Corporation were to transfer her share to another person or Entity thereafter, whether voluntarily or involuntarily, then ABC Corporation would be subject to the provisions of this Section 12.9.

IN WITNESS WHEREOF, the Palm Coast Commercial & Industrial Center Condominium Owners' Association, Inc. has caused this certificate to be executed in its name on this 27 day of June, 2016.

Witnesses

Palm Coast Commercial & Industrial
Center Condominium Owners'
Association, Inc.

[Signature]
Signature of Witness 1

[Signature]
Signature of President

Susan Matthews
Printed

Steve Parish
Printed

[Signature]
Signature of Witness 2

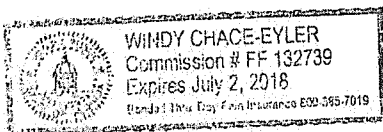
[Signature]
Signature of Secretary

Wendy Chase Eyer
Printed

Mark Ediman
Printed

STATE OF FLORIDA
COUNTY OF FLORIDA

The foregoing instrument was acknowledged before me this 27th day of June, 2016, by Steve Parish, as President and by Mark Ediman, as Secretary of Palm Coast Commercial & Industrial Center Condominium Owners' Association, Inc., who are [] personally known to me or [] have produced Driver's license as identification.



[Signature]
Notary Public, State of Florida At Large
(Print, Type, or Stamp Commissioned Name of Notary Public)