

1227 to 211

This instrument prepared by  
HARVEY A. ABEL  
of the Law Firm of  
ROSEN, ABEL, GORDON & ROSEN  
200 S. Washington Blvd.  
Sarasota, Fla. 34237

826867

DECLARATION OF CONDOMINIUM  
OF  
THE PLACE 450, A CONDOMINIUM

Hi Ho Rin Eren, Inc. hereinafter called "Owner-Developer"  
does hereby submit to condominium ownership pursuant to Chap-  
ter 718, Florida Statutes, 1973, as amended, the following  
described land and improvements thereon and all improvements  
hereafter erected thereon, situate, lying and being in the  
County of Sarasota, State of Florida, to wit:

See Exhibit I attached hereto and as part hereof  
and that said property shall hereafter be subject to the  
following provisions, restrictions, reservations, covenants,  
conditions and easements:

1.  
The Condominium Act

Chapter 718, Florida Statutes 1973, as may be amended  
from time to time, is incorporated herein by reference and  
all provisions thereof shall apply to this condominium to  
the extent that said statute is not inconsistent with the  
provisions contained in this Declaration.

2.  
Name

The name by which this condominium shall be known and  
identified is THE PLACE 450, A CONDOMINIUM.

3.  
Survey and Plot Plan

A survey of said land and plot plan locating the improve-  
ments thereon and identifying each condominium unit and the  
common elements and their relative locations and approximate  
dimensions are attached hereto as Exhibit "A" and are recorded  
in Condominium Book 10, pages 35 And 35A,  
Public Records of Sarasota County, Florida. The locations,  
dimensions, descriptions, identification and numbering or

lettering of the respective condominium units shall be as described in Exhibit "A" and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in Exhibit "A". In the event that the actual physical location of any unit at any time does not precisely coincide with Exhibit "A" and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in Exhibit "A" and subsequent amendments. In the event of a total or substantial destruction of the building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control. By acceptance of a deed to any condominium unit, the respective grantee agree for themselves, their heirs, successors and assigns and the holders of any mortgages, liens or other interest in or to any unit agree that Developer shall have the right to amend this Declaration and the condominium plat as may be necessary or desirable from time to time herein to correct the location and dimension of any units in the event of discovery of any error concerning the same. Such amendments shall be executed by developer and the joinder or further consent of individual unit owners or holders of recorded liens or other interest therein or thereon shall not be required. Amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

4.  
Percentage of Ownership and Sharing Common Expenses

The percentage of ownership and the undivided shares of the respective condominium units in the common elements, and the manner of sharing common expenses and owning common surplus shall be allocated 1/5 to each unit.

5.  
Common Elements

Any right, title or interest in a condominium unit shall

automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective and undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units. The common elements shall include but not limited to:

- a. All of the above described land;
- b. All improvements and parts thereof which are not included with the respective condominium units;
- c. Easements through the condominium units for conduits, ducts, plumbing, wiring and other facilities for furnishing the utility services to the various condominium units and the common elements;
- d. All structural beams, posts, and members within a unit, and an easement of support in every portion of a unit which contributes to the support of the building.
- e. Any utility areas and installations and all utility services which are available to more than one unit or to the common elements;
- f. All planters (outside of units) and planting areas, lawns, trees, grass and shrubs;
- g. All parking areas, driveways, stairways, hallways and other means of ingress and egress;
- h. all electrical apparatus and wiring, television cable, plumbing pipes and apparatus, telephone wires, communication system, and all other ducts, conduits, cables, wire or pipe, within the common elements and up to the unfinished surface of the unit wall;
- i. such alterations, additions and further improvements to the common elements as may be authorized by the vote of the owners of 75% of the units, the costs of which shall be assessed as a common expense against all units except those owned by institutional first mortgagees who do not approve. The unit owners in the aggregate shall be entitled to equal

and full use and enjoyment of all the common elements except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

j. Non-exclusive easements for ingress and egress over streets, walks and other rights of way serving the units necessary to provide reasonable access to the public ways.

6.  
Exclusive Use

\* Each unit shall have the exclusive use of its own storage space and one parking space which shall be controlled and additional spaces may be assigned by the Board of Directors of the Association from time to time.

7.  
Association

The corporation which will be responsible for the operation of the condominium will be an incorporated association known as THE PLACE 450, A CONDOMINIUM, INC., a Florida non-profit corporation, herein referred to as "Association". All persons owning a vested present interest in the fee title to any of the condominium units, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. A copy of the Articles of Incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "B". The By-Laws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of

rights and powers provided by the Condominium Act, the corporations statutes, the Articles of Incorporation, the By-Laws and this Declaration.

8.  
Voting Rights

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. In the event of joint ownership of a condominium unit, the vote to which that unit is entitled shall be apportioned among the owners as their interest may appear, or may be exercised by one of such joint owners by written agreement of the remainder of such joint ownership.

9.  
Common Expenses

The common expenses shall include:

- a. The cost of operation, maintenance, repair and replacement of the common elements;
- b. Fire and other casualty and liability insurance as provided herein;
- c. Costs of management of the condominium, administrative costs of the Association including professional fees and expenses;
- d. Costs of water and sewage service, electricity, cable vision and other utilities which are not metered to the individual condominium units;
- e. Labor, material and supplies used in conjunction with the common elements;
- f. The cost of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or membership or other interest in recreational facilities, purchased as part of the common elements for the benefit of all the members upon

a vote of the owners of 75% of the units; provided that any institutional first mortgagees holding title to a unit through foreclosure or conveyance in lieu of foreclosure shall not have to participate in such of the foregoing costs as are incurred without its written consent;

g. The mortgage payments and other obligations incurred by the Association under the Recreation Area mortgage more particularly described herein;

h. Damages to the condominium property in excess of insurance coverage;

i. Salary of a general manager, if deemed desirable by the membership, and his assistants and agents and expenses duly incurred in the management of the condominium property; and

j. In addition to the other common expenses, it is understood that the Association has executed and delivered a note and mortgage encumbering the proposed club house, swimming pool and the common recreation area. THE REPAYMENT OF WHICH SHALL CONSTITUTE A COMMON EXPENSE. In no event, however, shall the mortgage payments per unit exceed the sum of \$7.50 per month, payable monthly or otherwise payable as the Board of Directors may from time to time so designate.

10.  
Maintenance, Repair and Replacements

A. By the Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements and limited common elements as defined herein. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit.

B. By the Unit Owners. Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

a. Paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

b. All built-in shelves, cabinets, counters, storage areas and closets;

c. All mechanical, ventilating, heating and air conditioning equipment serving the individual condominium unit-whether located within the boundaries of the respective unit or not, any refrigerators, stoves, disposals, dishwashers, and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

d. All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only one unit, all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main lines;

e. All interior doors, walls, partitions and room dividers;

f. All furniture, furnishing and personal property contained within a unit;

g. All exterior windows and screening shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building. In the event an owner fails to properly maintain and repair his unit, the Association, at the discretion of the Board of Directors, may make such repairs as the Board may deem necessary and the cost thereof shall be assessed against such defaulting unit owner. The Association shall have a lien against a unit for the cost of any repairs it shall make thereto,

to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of 10% per annum and reasonable attorney's fee incurred by the Association in the collection thereof.

11.  
Insurance, Destruction and Reconstruction

As agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium property, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The premium for such insurance shall be paid by the Association as part of the common expenses. The Association Board of Directors shall have full authority to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgages shall be furnished mortgagee endorsements covering their respective interest. Each unit owner shall be responsible for insuring the contents of his unit which belong to him, any improvements made by him within his unit, and any portion of his unit for which he has the responsibility of maintenance, repair and replacement as provided herein.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policy shall be collected by the Association treasurer and applied by the Board for immediate repair and reconstruction of damaged improvements. In the event the Board of Directors determines that such casualty loss was proximately caused by the negligence of the occupant of any unit, the owner of said unit may be assessed a sum sufficient to reimburse the Association for the deficiency in insurance



proceeds and the Association shall have a lien for such amount, plus interest at the rate of 10% per annum from the date of such assessment, and reasonable attorney's fee, in the manner that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be added to the common surplus. In the event of a total or substantial destruction of the condominium improvements, the improvements shall be restored as above provided unless the owners of two thirds of the voting rights of the Association vote to terminate the condominium. In the event the condominium is to be terminated, then all owners of units will immediately convey all their right, title and interest to their respective units to a bank having trust powers in Sarasota County, Florida, selected by the Board of Directors, to be held in trust by such trustee. The recording of each such conveyance to trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owners share of the common surplus to be subsequently distributed by trustee as provided therein.

Said trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means it deems best, for the highest and best price, for cash or terms as soon as practicable consistent with market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee fees and costs reasonably incurred, trustee shall apportion the remaining funds in its hands among the units in accordance with their respective percentage of ownership of the common surplus as herein provided. Trustees shall distribute each unit's share of said funds jointly to the record title owners of each unit at the time of the recording on its conveyance

to the trustees by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the common surplus is insufficient to pay all liens in full; in that event, the lien holders having priority shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustees. Mortgages and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage and perfection of their liens.

12.  
Liability Insurance

The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interest may appear in such amount as the Board of Directors deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The Board of Directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. Nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner will be responsible for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit, as he may deem appropriate.

13.  
Restrictions Upon Use

No owner, tenant or other occupant of a condominium unit shall:

- a. Use the unit for other than single family resi-

dance purposes.

SEC 1227 & 221

b. Paint or other change the appearance of any exterior wall, door, window, patio, or any exterior surface, plant any plantings outside a unit, erect any exterior lights or signs, place any signs in windows, erect or attach any structures or fixtures within the common elements, nor make any structural additions or alterations - except the erection or removal of non-support carrying interior partitions wholly within the unit - to any unit or to the common elements, without prior written consent of the Association Board of Directors. An owner may fasten light fixtures, shelving, pictures, mirrors, object of art, curtain rods and similar household items to the walls of a unit provided they may be removed without substantial damage to the wall structure.

c. Permit loud and objectional noises or obnoxious odors to emanate from the unit which may cause a nuisance to the occupants of other units.

d. Make any use of a unit which violate any laws, ordinances, and regulations of any governmental body.

e. Fail to conform to and abide by the By-Laws and the uniform rules and regulations to regard to the use of the units and the common elements which may be adopted from time to time by the Board of Directors. The Board of Directors or its designated agent shall have the right to enter any condominium unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the By-Laws and regulations of the Association.

f. Erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association Board of Directors.

g. Permit or suffer anything to be done or kept in his condominium unit which will increase insurance rates on any unit or on the common property.

h. Commit or permit any nuisance, immoral, or illegal in his unit or in or on the common elements.

i. Lease less than an entire unit and shall not lease an entire unit for a period of less than two (2) weeks.

j. Divide or subdivide a unit for purpose of sale or lease except to the owner of any adjacent unit. A unit may be combined with an adjacent unit and occupied as one unit.

k. Obstruct the common way of ingress or egress to the other units or the common elements.

l. Allow any animals to be kept in his unit other than household pets which weigh less than 20 pounds at maturity; or allow any authorized pets to use the common areas except when on a leash accompanied by its owner.

m. Hang any laundry, garments or other unsightly objects which are visible outside of the unit.

n. Allow anything to remain in the hallways or other common areas of travel which would be unsightly or hazardous.

o. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, and each unit and the common elements shall at all times be kept in a clean and sanitary condition. Garbage shall be disposed of through the kitchen garbage disposal so far as possible and the remainder, along with bottles, can and other trash shall be placed in water-proof bags or similar containers before being placed in the appropriate receptacles.

p. Allow any fire or health hazard to exist.

q. Make use of the common elements in such manner as to abridge the equal rights of the other unit owners to their use and enjoyment.

Sale, Transfer, Lease or Occupation of Unit

In recognition of the close proximity of the units and the compact living conditions which exist in similar apartment projects, the mutual utilization and sharing of the common elements and common recreational facilities, and the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be valid and effective. Written application for such approval shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a transfer fee as required by regulation of the Board. Such approval shall not be unreasonably withheld but shall be based upon good moral character, social compatibility, and financial responsibility of the proposed purchaser, transferee, lessee, or occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Association from enforcing this provision in any other instance. A lessee shall not assign his lease or sublet his condominium unit without the prior written approval of the Board of Directors or its duly authorized officers or committee. In the event a sale, transfer or lease is disapproved or no action is taken by the board or its committee within 15 days after receipt of said application, and the unit owner intends to close in spite of such disapproval or inaction, the unit owner shall give the board an additional 15 days written notice of such intent prior to closing. In such event, the Association or any other unit owner shall have a right of first refusal to purchase or lease said unit for the identical price, terms and conditions.

which right shall be exercised in writing delivered to the proposed seller or lessor or mailed to his address as shown on the Association records. If such right is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date, the transfer or lease may be closed pursuant to the price and terms stated in the notice. Failure of a transferee or lessor to comply with these provisions for sale, transfer or lease shall give the Association or any other unit owner a right to redeem the unit involved from the transferee or lessee at any time before the closing of such transfer or lease and for a period of 6 months after recording of such conveyance or lease in the Public Records of Sarasota County, Florida, or 60 days after the Board of Directors is given formal written notice of such transfer or lease, whichever period is shorter. The only condition to the exercise of such right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date or the lessee be reimbursed for any unused rents paid in advance. Immediately upon the tender of such sums, the transferee or lessee shall convey all his rights, title and interest to the one making the redemption. In addition to all other available remedies the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner, transferee or lessee who fails to comply therewith, the party bringing such proceedings shall be entitled to his costs and reasonable attorney's fee as determined by the Court, including appellate proceedings, if such party prevails. The foregoing provisions shall not be applicable to purchasers at foreclosure sales of mortgages

held by savings and loan associations, banks and insurance companies, or to conveyances or leases to or from such institutional first mortgagees, the Developer or its Trustee.

The Association may appoint a rental and sales agent to handle rentals and sales as a convenience for the unit owners. Such agent may act in behalf of the Board of Directors and further approval of sales and leases made by him shall not be necessary. Such agent shall serve at the pleasure of the Board of Directors and may be replaced at any time.

15.  
Assessments and Liens

The Board of Directors of the Association shall approve annual budgets of projected anticipated income and estimated expenses for each fiscal year, and each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. One-fourth of each unit's annual assessment shall be due and payable in advance to the Association on the first, fourth, seventh and tenth months of each fiscal year. In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the maximum legal rate and shall be subject to a late charge as is established by uniform rules and regulations of the Board. The Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments which shall include any late charges, accrued interest and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, including appellate proceedings, and the remaining installments of the assessment may be accelerated

to maturity by giving the defaulting unit owner 10 days notice of intent to accelerate unless all delinquent sums are paid within that time. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association - not to exceed one-fourth of the current annual assessment - for working capital and to cover contingent expenses from time to time.

16.

Rights of Institutional First Mortgagees

Notwithstanding any provisions of this Declaration, the written consent of all savings and loan associations, banks, and insurance companies holding first mortgage upon any of the condominium units shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the By-Laws, and prior to the termination of the condominium.

17.

Rights of Developer

The Developer and Owner-Landowner hereby reserves unto itself, its successors and assigns the right to manage all of the affairs of the condominium and all decisions of the Association and the exclusive right to elect the directors of the Association - who need not be unit owners - until the expiration of three years from the date of recording hereof, or until the conveyance by Developer of all of the units, or at such earlier time as may be provided by law, whichever shall first occur. Developer may terminate its management rights and responsibilities by relinquishing control of the Association to the unit owners at any time prior to said expiration. During said period, the Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association. During said period, Developer shall pay all the common expenses and as reimbursement therefor and as compensation for its management services Developer shall be entitled to receive and retain all of the assessments



payable by the unit owners during said period, and Developer shall have all of the rights of the Association provided in paragraph 15 hereinabove. During said period Developer shall not be required to assess or create any reserves and at the termination of said period and the assumption of the operation of the Association by the members, Developer shall not be required to render an accounting of income and expense incurred during said period. It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the plot plan described in Exhibit "A" is substantially complete. Developer expressly reserves every right necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of completing said improvements and units and effecting sale or lease of all of the condominium units.

18.  
Remedies for Default

In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default in the compliance and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, By-Laws and the regulations and house rules promulgated by the Association or its Board of Directors, shall entitle the Association or individual unit owners to injunctive relief or money damages or both. In any such legal or equitable action or proceeding the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorney's fees to be determined by the Court, including appellate proceedings.

19.  
Amendments

This Declaration may be amended at any time by affirmative vote of two-thirds of all voting rights except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, and the voting rights

of members may be amended only with the consent of all persons adversely affected thereby. The By-Laws may be amended or repealed by a simple majority vote of all voting rights and to that extent this Declaration may be amended without two-thirds vote except as otherwise provided herein. Except for the amendments by the Developer as provided in paragraph 3, no amendment shall be effective unless it be in writing, executed by the president or vice-president and attested by the secretary of the Association with the formalities required by a conveyance of real property in the State of Florida, and recorded in the Public Records of Sarasota County, Florida. It shall not be necessary for the individual unit owners or holders of recorded liens thereon - except institutional first mortgage holders as herein provided - to join in the execution of any amendment, and the execution of any amendments by the president or vice president and attested by the secretary of the Association herein shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this Declaration, the Articles of Incorporation and the By-Laws.

20.

Binding Effect

All provisions of the Declaration of Condominium shall be enforced as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provisions is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

21.

Severability

If any provisions of this Declaration, the Articles of Incorporation, or the By-Laws or any section, sentence,

clause, phrase or work thereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of such instrument and of the application thereof in any circumstance, is held invalid, the validity of the remainder of such instrument and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in her name by herself this 16th day of February, 1977.

Witnesses:

Barbara A. Burch  
Sandra J. Miller

HI HO RIN BREN, INC.

Rosalind S. Hyman  
Rosalind S. Hyman  
President

STATE OF FLORIDA )  
COUNTY OF SARASOTA)

I hereby certify that on this 16 day of February, 1977, before me personally appeared ROSALIND S. HYMAN to me known to be the person described in and who executed the foregoing Declaration of Condominium and acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official at Sarasota in the County and State aforesaid this day and year last above written.

My Commission Expires:

William H. Chapman  
Notary Public

My Commission Expires November 15, 1981  
Notary Public, State of Florida at Large

STATE OF FLORIDA )  
COUNTY OF SARASOTA)

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, ROSALIND S. HYMAN, PRESIDENT of Hi Ho Rin Bren, Inc., a corporation, to me well known to be the person described in and who executed the foregoing Declaration of Condominium and acknowledged before me that she executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Sarasota, said County and State, this 16th day of February, 1977.

My Commission Expires:

William H. Chapman  
Notary Public

My Commission Expires November 15, 1981  
Notary Public, State of Florida at Large

EXHIBIT "I"

The East ½ of Lot 9, and all of Lots 10 and 11, and alley between said lots, Block 19, Sarasota Beach, recorded in Plat Book 1, pages 76-81 inclusive, Public Records of Sarasota County, Florida, being and lying in Section 12, Township 37S, Range 17E, Sarasota County, Florida.

# State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

At 1227 re 231

I certify that the following is a true and correct copy of  
Articles of Incorporation of THE PLACE 450, A  
CONDOMINIUM, INC., a corporation not for profit  
organized under the laws of the State of Florida, filed  
on February 14, 1977, as shown by the records of this  
office.



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
10th day of February, 1978.

*James A. Smathers*  
SECRETARY OF STATE

1227 re 231

At 1227 re 231

ARTICLES OF INCORPORATION

OF

THE PLACE 430, A CONDOMINIUM, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit pursuant to Chapter 817, Florida Statutes, and certify as follows:

ARTICLE I.

The name of the corporation shall be THE PLACE 430 A Condominium, Inc. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II.

A. The purpose for which the Association is organized is to provide an entity pursuant to 771.22 Florida Statutes, the Condominium Act, for the operation of THE PLACE 430, A Condominium, located upon certain land in the County of Sarasota State of Florida.

B. The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III.

A. The Association shall have all the common law and statutory powers of a corporation not for profit not in conflict with the terms of these articles, or the Condominium Act of the State of Florida, and all the powers and duties set forth in the Condominium Act of the State of Florida, except as limited by these Articles of Incorporation and by the Declaration of Condominium of THE PLACE 430, A Condominium, and all the powers and duties reasonably necessary to operate the condominium pursuant to such Declaration and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members as well as others to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the condominium property.
4. To purchase insurance upon the condominium property insurance for the protection of the Association and its members as unit owners.
5. To reconstruct improvements after casualty and to further improve the property.
6. To make and amend reasonable regulations respecting the use of the property in the condominium, provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before the same shall become effective.
7. To approve or disapprove the transfer, mortgage and ownership of units in THE PLACE 430, A Condominium, to the extent such power is granted by the Condominium Act and the Declaration of Condominium.
8. To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium of THE PLACE 430, A Condominium, these Articles of Incorporation, the By-Laws of the Association and the regulations for the use of the property in the condominium.

9. To contract for the management of the Condominium and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium of THE PLACE 630, A Condominium, to have the approval of directors of the membership in the Association.

10. To contract for the management or operation of portions of the common elements susceptible to separate management or operation and to lease such portions.

11. To employ personnel to perform the services required for proper operation of the condominium.

12. All funds and the title to all property acquired by the Association and the proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium of THE PLACE 630, A Condominium and the By-Laws of the Association.

13. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium of THE PLACE 630, A Condominium and the By-Laws of the Association.

#### ARTICLE IV.

A. The members of the Association shall consist of all the record owners of units in the condominium, and after terminating of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

B. Changes of membership in the Association shall be established by the recording in the Public Records of Manatee County Florida, a deed or other instrument establishing a change or return title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thereby becomes a member of the Association and the membership of the prior owner is terminated.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's unit.

D. The owner of each unit shall be entitled to at least one vote as a member of the Association. In the event of joint ownership of the unit, said vote shall be apportioned among the owners as provided by one of them by agreement with the remainder of said joint owners, and if said owners cannot agree the vote of such unit shall be forfeited.

#### ARTICLE V.

A. The affairs of the Association shall be managed by a board consisting of a number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of five directors. Directors shall be members of the Association.

B. Directors of the Association shall be elected by the annual meeting of the members determined by the By-Laws of the Association. Directors may be removed and vacancies on the board of Directors shall be filled in the manner provided by the By-Laws of the Association.

C. The election of Directors shall not be held until after the Developers has closed the sale of all the units of the condominium, or until after three years of the date of recording the Condominium Declaration, whichever first occurs. The directors named in these articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. The names and addresses of the members of the first board of Directors who shall hold office until their successors are elected and have qualified, or until removed are as follows:

<u>NAME</u>	<u>ADDRESS</u>
LARRY F. BREKOWITZ	1632 Fairway Pl. Road Sarasota, Florida 33561
RONALD E. HYMAN	6378 Midnight Lane Sarasota, Florida 33561
MARY C. HOLLEMAN	16724 45th Avenue West Bradenton, Florida 33503
ORVILLE M. STALDE	4304 100th Street West Bradenton, Florida 33503

ARTICLE VI.

The affairs of the Association shall be administered by officers designated by the By-Laws of the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
RONALD E. HYMAN	PRESIDENT	6378 Midnight Lane Road Sarasota, Florida 33561
MARY C. HOLLEMAN	VICE-PRESIDENT	16724 45th Avenue West Bradenton, Florida 33503
ORVILLE M. STALDE	SECRETARY	4304 100th Street West Bradenton, Florida 33503
LARRY F. BREKOWITZ	TREASURER and RESIDENT AGENT	1632 Fairway Pl. Road Sarasota, Florida 33561

ARTICLE VII.

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceedings or any settlement of any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except where the director or officer is adjudged guilty of willful misconduct or negligence in the performance of his duties, provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights in which such directors or officers may be entitled.

ARTICLE VIII.

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or repealed in the manner provided by the By-Laws, by the Board of Directors.

ARTICLE IX.

A. Subject to the provisions of Section 2 of this article, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.



2. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Except as elsewhere provided, such approvals must be by not less than 75% of the entire membership of the board of directors and a not less than 75% of the vote of the entire membership or by not less than 80% of the vote of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may sign their approval in writing, providing such approval is delivered to the Secretary in or prior to the meeting.

3. No amendment shall make any changes in the qualifications for membership nor the voting rights of members without the approval in writing by all members and joinder of all future members of the Association. No amendment shall be made that is in conflict with the Condominium Act of the State of Florida or the Declaration of Condominium of THE PLACE 430, A Condominium.

4. A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida.

# ARTICLE II.

The term of the Association shall be perpetual.

# ARTICLE III.

The names and residences of the subscribers of this certificate of Incorporation are as follows:

NAME	ADDRESS
LARRY F. BROWNITE	1832 Birchway Pt. Road Sarasota, Florida 33588
ROBERT S. STAN	5325 Midnight Pass Road Sarasota, Florida 33588
WALTER C. HOLLERAN	10916 45th Avenue West Bradenton, Florida 33509
ORRIN H. BIRNBAUM	4504 30th Street West Bradenton, Florida 33509

IN WITNESS WHEREOF, the subscribers have hereunto set their signatures

this 2 day of February, A.D. 1977.

LARRY F. BROWNITE

ROBERT S. STAN

WALTER C. HOLLERAN

ORRIN H. BIRNBAUM

STATE OF FLORIDA  
COUNTY OF SARASOTA

I hereby certify that on this day before me, a notary public, duly authorized to take acknowledgments, personally appeared LARRY F. BROWNITE, ROBERT S. STAN, WALTER C. HOLLERAN AND ORRIN H. BIRNBAUM, well known and known to be the persons described in and who executed the foregoing Certificate of Incorporation and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the State and County last

forenamed this 2nd day of February, A.D. 1977.

By Commission Expires 11

NOTARY PUBLIC STATE OF FLORIDA  
BY COMMISSION EXPIRES 11/1/78

AMENDMENT OF DECLARATION OF CONDOMINIUM  
OF  
THE PLACE 450, A CONDOMINIUM

---

KNOW ALL MEN BY THESE PRESENTS that at a duly called and held meeting of The Place 450, A Condominium, Inc., held on the 21st day of April, 1978 at the office of the Corporation, at which all members and directors were present and voting throughout, it was unanimously resolved that the Declaration of Condominium of The Place 450, A Condominium, heretofore recorded in Official Record Book 1227 at page 211 et seq of the Public Records of Sarasota County, Florida, and Condominium Plat of The Place 450, A Condominium, Inc., heretofore recorded in Condominium Book 10, at pages 35 and 35A of the Public Records of Sarasota County, Florida, be and are hereby amended in the following particulars:

1. Paragraph 6 of the above mentioned Declaration of Condominium is hereby modified to read as follows to-wit:

"6.  
Exclusive Use. Each unit shall have the exclusive use of its own storage space and two assigned parking spaces as indicated on the Condominium Plat."

2. There is hereby added to Paragraph 13(b) of the above-mentioned Declaration of Condominium the following provisions, to-wit:

"PROVIDED, HOWEVER, the owner of Unit 1 may at such owner's expense and in a manner compatible with the exterior appearance of the Condominium property, enclose the lower area of Unit 1. Once so enclosed, such lower area and its external surfaces shall be maintained by the owner of Unit 1."

3. The Condominium Plat of The Place 450, A Condominium, heretofore recorded in Condominium Book 10, pages 35 and 35A of the Public Records of Sarasota County, Florida, is hereby amended in the manner shown on that certain "re-Plat of The Place 450, A Condominium, contemporaneously recorded herewith in Condominium Book 11 at pages 3-3A of the Public

Records of Sarasota County, Florida and the reference in Paragraph 3 of the Declaration of Condominium of The Place 450, A Condominium, heretofore recorded in Official Record Book 1227 at page 211 et seq of the Public Records of Sarasota County, Florida, is hereby amended to refer to that certain re-Plat of The Place 450, A Condominium, being recorded contemporaneously herewith as Exhibit "A".

4. Except as expressly modified hereby, the said Declaration of Condominium of The Place 450, A Condominium, and Condominium plat thereof is hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned being the President and Secretary of The Place 450, A Condominium, Inc., have heretofore affixed their respective signatures and the corporate seal this 26th day of May, 19 78, and all unit owners (being all the members of the Association) have heretofore affixed their signatures and seals attesting to their consent to the foregoing Amendment the day and year respectively indicated.

THE PLACE 450, A CONDOMINIUM, INC.

(corp. Seal)

By [Signature]  
President

By [Signature]  
Secretary

Execution of the Unit Owners consenting to the foregoing:

Unit 1

Witnesses

[Signature]  
Chas. M. Mason

[Signature]  
[Illegible text]

Unit 2 - See separate consent.

Unit 3.

Witnesses:

[Signature]  
C. M. Mason

[Signature]  
H. H. Kim, Secy. Inc.  
a Florida Corporation

Unit 4.

Witnesses:

[Signature]  
C. M. Mason

[Signature]  
H. H. Kim, Secy. Inc.  
a Florida Corporation

Unit 5.

[Signature]  
C. M. Mason

[Signature]

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Rosalind S. Hyman, Secy.  
as Owner of Unit 1 of the Place 450, A Condominium, to me well  
known and known to me to be the person in and who executed the  
foregoing instrument, and acknowledged to and before me that he  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26<sup>th</sup> day of  
May, 1978.

C. M. Mason  
Notary Public

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 15, 1982

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Rosalind S. Hyman, Secy.  
as Owner of Unit 3 of the Place 450, A Condominium, to me well  
known and known to me to be the person in and who executed the  
foregoing instrument, and acknowledged to and before me that he  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26<sup>th</sup> day of  
May, 1978.

C. M. Mason  
Notary Public

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 15, 1982

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Reinald S. Hyman, Pres. of  
as Owner of Unit 4 of The Place 450, A Condominium, to me well  
known and known to me to be the person in and who executed the  
foregoing instrument, and acknowledged to and before me that he  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26<sup>th</sup> day of  
May, 1978.

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 18 1982

C. M. Mason  
Notary Public

STATE OF FLORIDA  
COUNTY OF SARASOTA

BEFORE ME, personally appeared Allen Seltzer  
as Owner of Unit 5 of The Place 450, A Condominium, to me well  
known and known to me to be the person in and who executed the  
foregoing instrument, and acknowledged to and before me that he  
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 26<sup>th</sup> day of  
May, 1978.

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Apr. 18 1982

C. M. Mason  
Notary Public

FILED  
MAY 26 1978  
CLERK OF DISTRICT COURT  
SARASOTA, FLORIDA

847172

BY-LAWS

OF

THE PLACE 450, A CONDOMINIUM, INC.

ARTICLE I

The principal office of the corporation shall be located at THE PLACE 450, Sarasota County, Florida. The corporation shall have and continuously maintain at the above office an agent whose office shall be identical with such registered office. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II

A. Those persons or corporations who presently own or hereafter acquire title to units in THE PLACE 450, A CONDOMINIUM, hereinafter referred to as "Condominium" shall be members.

B. Each of the units shall be entitled to one vote at the meetings of the Association. In the event of joint ownership of the unit, said vote shall be apportioned among the owners or exercised by one of them by agreement with the remainder of said joint owners.

C. Whenever a member ceases to become an owner of a unit in THE PLACE 450, A CONDOMINIUM, his membership shall then and there automatically terminate.

D. Membership in this corporation is not transferable or assignable, except as an appurtenance to the member's unit.

ARTICLE III

A. An annual meeting of the members shall be held at the office of the corporation on the 3rd day of February of each year, beginning with the year 1973, at the hour 10:00 a.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday

in the State of Florida. such meeting shall be on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be held.

B. Special meeting of the members may be called by the President, the Board of Directors or not less than 30% of the members having voting rights.

C. The Board of Directors may designate any place within Florida, as the place of meeting for any annual or special meeting, and if not such designation is made, such meeting shall take place at the office of the corporation, Sarasota County, Florida.

D. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by certified mail, to each member entitled to vote at such meeting, not less than fourteen days nor more than fifty days before the day of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Written notice of the annual meeting shall additionally be posted in a conspicuous place on the condominium property no less than 14 days in advance of such meeting. In case of a special meeting, or when required by statute, or by these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation with postage thereon pre-paid.

E. Any action requested by law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the

subject matter thereof.

F. The members holding a majority of the votes which may be cast at a meeting shall constitute a quorum at such meeting. If a quorum is present, unless otherwise provided by the Declaration of Condominium, the Articles of Incorporation or these By-Laws, a majority of those present may take corporate action. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

G. Where directors or officers are to be selected by members, such election may be conducted by mail in such manner as the Board of Directors shall determine.

#### ARTICLE IV

A. The affairs of the corporation shall be managed by its Board of Directors. Directors need not be members of the corporation.

B. The members of the corporation shall at each annual meeting determine the number of directors of the corporation for the following year, which said number shall in no event be less than three. Each director elected shall serve until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in a manner otherwise provided.

C. Any vacancy in the Board of Directors occurring by reason of death, disability or resignation shall be filled by the remaining directors. Any vacancy in the Board of Directors created by removal shall be filled by the members of the Association at the same meeting at which the removal occurred.

D. Any director may be removed by a two-thirds vote of the entire membership at a special meeting of the members called for that purpose.

E. A regular annual meeting of the Board of Directors shall be held without other notice than this By-Law, immediately after and at the same place as the annual meeting of the members.



F. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the board may fix any place within Sarasota County, Florida, as the place for holding any special meeting of the board called by them.

G. Notice of any special meeting of the Board of Directors shall be given at least ten days prior thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meetings. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these By-Laws.

H. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

I. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

J. Directors shall not receive any compensation for

acting as such, but nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

K. Meetings of the Board shall be open to all unit owners. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance of such meetings, except in the case of an emergency.

#### ARTICLE V

A. The officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

B. The present officers of the corporation or their successors as elected by the Board of Directors of the corporation in the event of resignation or disability, shall serve until the next annual meeting of the Board of Directors of the corporation. Thereafter, the officers of the corporation shall be elected annually by the Board of Directors at the regular meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officers shall hold office until his successor shall have been duly elected and shall have qualified.

C. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would

be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

D. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors and at all meetings of the members and Board of Directors shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and in general, he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

E. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

F. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

G. The Secretary shall keep the minutes of the meeting of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate seal

and records and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member which shall be furnished to the Secretary, and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. The minutes of all meetings of unit owners and the board should be kept by the Secretary in a book available for inspection by the unit owners or their authorized representative and board members at any reasonable time. The Association shall retain these minutes for a period of not less than 7 years.

H. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform duties as from time to time may be assigned to him by the President or by the Board of Directors.

I. If required by the Board of Directors, the Assistant Treasurer shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

J. Officers of the corporation shall not receive any compensation for acting as such, but nothing herein contained

shall be construed to preclude any officer from serving the corporation in any other capacity and receiving compensation therefore.

ARTICLE VI

A. The Board of Directors by resolution adopted by majority of the directors in office may designate one or more committees, each of which shall consist of two or more directors, which committees to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board of Directors, or any individual director of any responsibility imposed upon it or him by law..

B. Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the President of the corporation shall appoint the members thereof.

C. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated or unless such member be removed from such committee by the person or persons authorized to appoint such member, or unless such member shall cease to qualify as a member thereof.

D. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

E. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided

in the case of the original appointments.

F. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

G. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

#### ARTICLE VII

A. The Board of Directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these By-Laws to enter into any contract or execute and deliver any instrument in the name of and/or in behalf of the corporation, and such authority may be general or confined to specific instances.

B. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice President of the corporation.

C. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

D. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purpose of for any specific purpose of the corporation.

ARTICLE VIII

A. The Board of Directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary, and shall be sealed with the seal of the corporation. All certificates shall be consecutively numbered. One certificate shall be issued for each unit and shall contain the names of the owner or owners thereof. The name or names appearing on such certificate and unit number shall be entered in the records of the corporation.

B. When a person or corporation has become a member, a certificate of membership shall be delivered to such member or members, as described above, by the Secretary, if the Board of Directors has provided for the issuance of certificates under the provisions of this article.

ARTICLE IX

The corporation shall keep correct and complete books and records on account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE X

The fiscal year of the corporation shall begin on the 3rd day of February, and end on the 2nd day of February, of each year.

ARTICLE XI

A. The Board of Directors shall prepare annually a

proposed operating budget reflecting the sums estimated for the forthcoming corporate year required to provide the services and facilities hereinafter mentioned. Said budget shall be distributed to the members no less than 30 days prior to the meeting of the members at which such budget shall be considered, together with a notice of such meeting. The budget shall be approved by the members of such meeting. The members shall have the right at such meeting to modify said budget in any way that the members deem appropriate before granting such approval. In any event, such meeting shall be held annually and such budget modified and/or approved in advance of the corporate year for which such budget was created. Once the budget is so approved the Board of Directors shall collect from each unit either monthly or quarterly, in advance, as the Board may determine, such unit's share of such assessments being the common expenses relative to such unit in accordance with the Declaration of Condominium of the Condominium as amended from time to time. At the end of the corporate year any surplus remaining from the budget assessments shall be returned to the unit owners in accordance with the respective unit's share of surplus as set forth in the Declaration of Condominium of the Condominium, as amended from time to time, and likewise in the event of a deficiency, the same shall be immediately assessed against the various units by the Board of Directors and be payable by the various units within 30 days after notice of assessment. The services and facilities contemplated to be furnished by the corporation for the benefit of the various units constituting the condominium, in addition to those services and facilities hereinafter added by vote of the members and subject to subsequent deletion of services or facilities pursuant to vote of the members, shall be the furnishing of utility services to the common elements, the furnishing of water and sewer services to each unit, maintenance of all



common elements, furnishing of a central television antenna service, trash and garbage collection for all units and the common elements, the furnishing of fire and extended coverage insurance to the full insurable value of the same relative to the common elements and each unit, the furnishing of liability insurance relative to the common elements, the furnishing of such other insurance as is required by the Declaration of Condominium, and the furnishing of professional management.

In addition to the assessments levied pursuant to the annual budget, the Board of Directors shall have the power from time to time, as may be necessary to levy special assessments which said assessments shall be payable in the uniform manner determined by the Board relative to such assessments for the purpose of satisfying deficiencies which may occur during the corporate year relative to the regular budget items. Any such special assessments for satisfying deficiencies in regular budget items shall be payable no less than 90 days after the making of such assessment unless earlier payment is provided for by the Board. The board may also levy such special assessments in order to provide funds for the corporation which were not contemplated in the budget but which the Board deems appropriate and in the best interest of the condominium to incur and pay. The board may further levy such special assessments for the purpose of replacement of corporate property and/or improvements constituting part of the common elements and for the acquisition of such real and/or personal property as the Board deems necessary for protection of the condominium and condominium property and/or necessary for the purpose of carrying out the powers and duties of the Board of Directors and/or the corporation, provided however, that in the event that the purpose of a special assessment is to provide funds for the acquisition of property, either real or personal or mixed, which property is not being acquired as replacement or repair or for

maintenance purposes and the special assessment for such acquisition shall exceed \$100.00 per unit, then and in that event the Board shall first give notice of the intended acquisition to the members and shall call a Special Membership Meeting relative to the same wherein all members shall have the right to vote in person or by proxy on ratification of such acquisition. No such acquisition shall be made unless so ratified.

It is understood that the corporation has assumed an obligation of a mortgage on the recreational facilities, the payment of which shall be common expenses of the condominium.

B. When any member shall be in default of the assessments levied pursuant to Section 1. of this Article, such member (and the member's unit) shall be subject to the liability for collection of the same as provided under the Condominium Act of the State of Florida, as amended from time to time, together with all costs of collection including a reasonable attorney's fees, and any sums in default shall bear interest at the highest rate permitted by law. In the event of foreclosure being instituted to enforce collection of defaulted assessments the Association is authorized to apply to the Court for an order requiring payment of a reasonable rental by the unit owner for use of the Condominium parcel being so foreclosed and appointment of a Receiver to collect the same.

#### ARTICLE XII

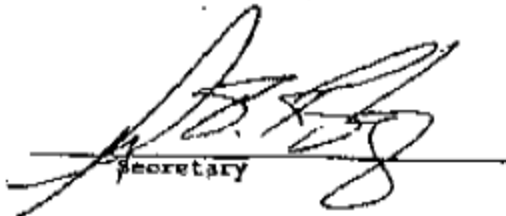
The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation, and the words "Corporation Not For Profit" and "FLORIDA" and the year of incorporation.

#### ARTICLE XIII

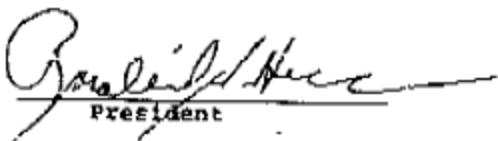
These By-Laws may be altered, amended or repealed and

new By-Laws may be adopted by the owners of at least two-thirds (2/3) of the units at a regular annual meeting, or a special meeting called for the purpose. No By-Law may be amended by reference to its title or number only. Proposals to amend By-Laws shall contain the full text of the By-Law to be amended, the new words to be inserted in the text underlined and words to be deleted lined through with hyphens, unless the proposed change is so extensive as to hinder the understanding of the amendment, in which event the underlining and hyphening procedure may be omitted, and, instead, a citation inserted preceding the proposed amendment as follows: "Substantial rewording of By-Law. See By-Law . . . for present text".

The foregoing was adopted as the By-Laws of THE PLACE 450, A CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on February 16th, 1977.

  
Secretary

Approved:

  
President

REC 1227 N 250

CONSENT OF MORTGAGEE

NATIONAL BANK OF SARASOTA, the owner and holder of that certain Mortgage recorded in Official Records Book 1183, Page 354 of the Public Records of Sarasota County, Florida, which encumbers the land described on Exhibit "I" of the Declaration of Condominium of THE PLACE 450, a Condominium, does hereby consent to the recording of the Declaration of Condominium of THE PLACE 450, a Condominium.

Witnesses:

Danah R. McQuillen  
Alice E. Henderson

NATIONAL BANK OF SARASOTA

By:

William Buckles, Sr. Vice President

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing was acknowledged before me by William Buckles, Sr., Vice President of National Bank of Sarasota, on behalf of the said Bank, this 22nd day of March, 1978.

Danah R. McQuillen  
Notary Public

My commission expires:

Every fourth year or before at 10:00 a.m.  
My Commission expires July 31, 1981

MAR 24 10 40 AM '78

826867

walter		
Arrange By: Date	Newest on top	
Artie Brylev	11/6/2017	
service emails		
Artie Brylev	10/17/2017	
REPORT (8).XLS		
Artie Brylev	10/9/2017	
Exterior lights		
Artie Brylev	9/5/2017	
Honda, Nissan, Hyundai		
Artie Brylev	8/1/2017	
Toyota, Honda, Nissan		
Artie Brylev	7/14/2017	
RE: plumbing proposal		
Artie Brylev	7/5/2017	
June		
Artie Brylev	6/19/2017	
RE: Roof		
Artie Brylev	6/13/2017	
Wilson roofing update		
Artie Brylev	5/23/2017	
RE: 450 Beach Rd from Ron horn		
Artie Brylev	5/19/2017	
RE: leak at place 450		
Artie Brylev	5/18/2017	
RE: leak at place 450		
Artie Brylev	5/18/2017	
RE: leak at place 450		
Artie Brylev	5/15/2017	
RE: leak at place 450		
Artie Brylev	5/10/2017	
RE: leak at place 450		
Artie Brylev	5/10/2017	
RE: leak at place 450		
Artie Brylev	5/10/2017	
FW: leak at place 450		
Artie Brylev	4/14/2017	
FW: Board of Dictors		
Artie Brylev	4/14/2017	
RE: place 450 2016 financials		
Artie Brylev	4/14/2017	
RE: Document		
Artie Brylev	4/14/2017	
FW: 450 Beach Road, Saraso...		
Artie Brylev	4/14/2017	
RE: place 450 2016 financials		
Artie Brylev	4/13/2017	
info		

## FW: Board of Dictors

Artie Brylev <artie@battisonhonda.com>

Extra line breaks in this message were removed.

Sent: Fri 4/14/2017 11:14 AM

To: bill@wesellsarasota.com

I just found this email HOA talking about items discussed at the meeting. Thank you.

-----Original Message-----

From: Philip LaVoie <llv4570@gmail.com>

Sent: Friday, March 24, 2017 8:34 AM

To: Walter Wagner; Roz Hyman; Philip LaVoie; Artie Brylev

Subject: Re: Board of Dictors

Dear Walt -

I am in favor of communicating by E-mail for any and all Condo Board business.

My vote for the Board of Directors is to continue with the current named officers as listed in your E-mail of 3/23/17.

Regards,  
Linda

> On Mar 23, 2017, at 7:13 PM, Philip LaVoie <llv4570@gmail.com> wrote:

>

> Walter C. Wagner, Jr.

>

> The Place 450

>

> Hello Neighbors -

>

> Linda and Phil LaVoie have been kind enough to allow me to use their  
> computer to communicate with all of you. I do not have my computer,  
> and thought it important to communicate with everyone regarding some  
> business we did not complete at our annual meeting. We reviewed the  
> condo insurance situation, the installation of the fire alarms which  
> the insurance company wanted, the stucco repairs, the sealing &  
> cleaning of the parking lot pavers, trimming of the buttonwood growth  
> that blocks some of our views of the water, as well as the possible  
> installation of brick pavers on the walkways, also the installation of  
> the siding on the short wall on the roof. However, we did not have the election for the board of directors.

>

> According to the by-laws, we are to vote-in the board of directors at  
> an annual meeting. We are supposed to give 14 days written notice, and  
> the meeting is to be held in Sarasota, Florida. Each unit owner gets  
> one vote per unit; if a unit is co-owned, there is to be only one vote  
> for that unit.

>

> My reason for writing is that back in the 1970's, when the by-laws  
> were written, there was no Email, text, Skype, etc. I would like to  
> know if it is agreed that business, such as this, be done via Email  
> instead of requiring travel for face to face meetings here in Florida.

>

> I ask that everyone please respond to me, and copy the rest of the  
> owners, letting me know if you agree to the use of Emails.

>

> - Also letting everyone know who you vote to fill the positions on  
> the Board of Directors. The positions are: President, Vice President,  
> Secretary/Treasurer. The positions are currently held by:  
> President, Walt Wagner; VP, Linda LaVoie; Secretary/Treasurer, Roz  
> Hyman.

>

> Thank you for your kind attention to this matter.

>

>

>

> Walt

## FW: Board of Directors

Artie Brylev <artie@battisonhonda.com>

Extra line breaks in this message were removed.

Sent: Fri 4/14/2017 11:14 AM

To: bill@wesellsarasota.com

To: Walter Wagner; Roz Hyman; Philip LaVoie; Artie Brylev  
Subject: Re: Board of Directors

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