

7/29/2026 3:38 PM

KAREN E. RUSHING

**CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA**

CSC

Receipt # 3526119

Return recorded instrument to:
Stockham Law Group, P.A.
George D. Root, III
109 S. Edison Avenue
Tampa, Florida 33606

**CERTIFICATE OF AMENDING
THE DECLARATION OF CONDOMINIUM OF THE PLACE 450, A CONDOMINIUM**

The undersigned officers of The Place 450, A Condominium, Inc., the Florida Not For Profit Corporation in charge of the operation and control of The Place 450, located in Sarasota County, Florida, according to the Declaration of Condominium of the Place 450, A Condominium, as recorded in the Official Records of Sarasota County, Florida, at Official Records Book 1227, Page 211, hereby certify that the following amendments to the Declaration of Condominium of the Place 450, a Condominium, was proposed and approved, pursuant to the requirements of Section 19, of the Declaration of Condominium of the Place 450, a Condominium, via affirmative vote of 2/3rds of all voting members. The undersigned further certify that the amendments to the Declaration of Condominium of the Place 450, A Condominium, were proposed and approved in accordance with the requirements of the governing documents of the Association and applicable Florida law.

Attached hereto as Exhibit A is the amendment amending the Declaration of Condominium of the Place 450, A Condominium.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, The Place 450, A Condominium, Inc. has caused this certificate to be executed in its name on its 29 day of July, 2026.

THE PLACE 450, A CONDOMINIUM, INC.

Angela Valdez 3432 Chuck Wagon Rd

Witness Signature and Address

Angela Valdez

Print Name (Legible)

Pamela Shafiq 1216 E Ash St. El Reno, OK 73036

Witness Signature and Address

Pamela Shafiq

Print Name (Legible)

Artie Brylev President

Piedmont, OK 73078

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of July, 2026, by Artie Brylev as President of The Place 450, A Condominium, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.



Notary Public Misti Davis

Printed Name of Notary Public

My Commission Expires: 9-30-27

Shauna Williams 1424 West St.

Witness Signature and Address

Shauna Williams

Print Name (Legible)

Kaden Dickinson 2 Vine Ct.

Witness Signature and Address

Kaden Dickinson

Print Name (Legible)

Pat McKendry Title Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 29 day of July, 2026, by Pat McKendry as Title Treasurer of The Place 450, A Condominium, Inc., a Florida corporation, not-for-profit, on behalf of the corporation who is personally known to me or has produced a Florida Driver's License as identification.



EMMA LEE FRANKS
Notary Public
State of Ohio
My Comm. Expires
May 20, 2031

Notary Public Emma L. Franks

Printed Name of Notary Public

My Commission Expires: May 20, 2031

**PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF THE
PLACE 450, A CONDOMINIUM**

(Additions indicated by underline, deletions indicated by
~~Strikethrough~~ and omissions indicated by ellipsis...)

...

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 be 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 60% 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 easement for ingress and egress over streets, walks and other rights of way serving the units necessary to provide reasonable access to the public ways.

k. The swimming pool and the gaming and recreation area.

l. Limited common elements, which are common areas reserved for the exclusive use of a specific unit or group of units, rather than all owners. Examples include balconies, patios, assigned parking spaces, and storage units.

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10. Maintenance, Repair and Replacements. 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, sliding doors, and entry doors must be black to preserve a uniform appearance to the exterior of the building. All exterior numbers identifying each unit must match black floating numbers. Exception: Balcony flooring may be different but must be approved in advance by the Board of Directors and must match the overall color scheme and screening shall be maintained in such a 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 costs 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.

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13. Restrictions Upon Use. No owner, tenant or other occupant of a condominium unit shall:

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r. No owner, tenant, or occupant shall store any personal property on the common elements without written approval from the Board of Directors.

s. No owner, tenant, or occupant shall paint or display any murals on the walls visible from the common elements.

t. If the lower level area assigned to Unit 1 is not fully enclosed, everything displayed in that area must maintain the same uniform exterior appearance as the remainder of the building. No painting murals of any kind is allowed.

u. No unit identifying numbers may be displayed on storage units.

v. In accordance with the fire code applicable to multifamily dwellings due to fire hazard the use of grills under the building is strictly prohibited. To comply with fire code, grills must be placed and stored 10 feet away from the building. Any owner who wishes to have a grill on the property must obtain prior written approval from the Board of Directors specifying the exact location where the grill may be stored and used.

w. No unit owner, resident, tenant, renter, or other occupant shall host or allow more than eight (8) persons total (including the unit owner(s), any permanent residents or tenants of that unit, and all guests/invitees) in their unit or using the common elements at any one time for a gathering, party, event, or social function without prior written Board approval via email. This limitation will be construed on a strict per-unit basis. By way of example, if two units jointly host a gathering, they would be allowed to have 16 attendees in the aggregate. Requests for any gathering exceeding these limitations must be submitted to the Board in writing in advance at least 48 hours in advance. The request shall include the date, time, expected number of people per unit, and a description of how common elements will be used. The Board may approve, condition, or deny the request if the gathering would unreasonably interfere with other owners' enjoyment of their units or the common elements, create a nuisance, overload parking/amenities, or violate any other provision of the governing documents or Florida law. Unit owners and tenants remain fully responsible for the conduct of all guests, invitees, and occupants in their unit and on the common elements. Any violation of this rule, including by

guests, shall constitute a nuisance and may result in enforcement action against the responsible unit owner(s).

x. The swimming pool and pool deck are for the exclusive use of unit owners, residents, tenants, and their accompanied guests, subject to the following rules and the Association's Guest and Gathering Limits (per unit) rule. All users must comply at all times. Owners and tenants are fully responsible for the conduct of their guests and any children in their care. Guest Limits for Pool Use: Pool use is subject to the Association's Guest and Gathering Limits rule. Guests must be accompanied by the host unit owner or resident at all times while in the pool area. Combined use by multiple units is limited to the per-unit cap multiplied by the number of units involved (e.g., two units = maximum 16 total people across both). All children under the age of 16 must be accompanied and directly supervised by a responsible adult (age 18 or older) at all times. Parents/guardians remain responsible for their children's behavior. Prohibited Conduct (No Disruptive or Unsafe Behavior): No running, pushing, dunking, splashing, horseplay, roughhousing, or any behavior that disturbs or endangers other users. No diving, no shouting. No glass containers, food, or drinks in the pool or within four feet of the pool edge (plastic bottles permitted). No pets in the pool or fenced pool area. The Association assumes no liability for injuries. Furniture and equipment must be returned to original positions. Violations may result in immediate removal from the pool area. Requests to reserve the pool area for a private event (beyond normal use) must be submitted in writing via email to the Board at least 48 hours in advance and are subject to approval.

14. **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 required by application forms promulgated by the Board and shall be accompanied by a transfer fee at the highest rate allowed by law as required by regulation of the Board. The Buyer or Lessor must provide a full copy of the agreement and proof of funds or financing needed for the transaction. Prior to closing or at closing the Buyer or lessee shall sign a disclosure form acknowledging they are aware of the Association governing documents, have reviewed them, and agrees to be bound by same. Any transfer executed without a disclosure form will be null and void. 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 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 taken by the board or its committee within 15 days after receipt of said application and the unit owner intends to close in spit 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~~ owner who has owned their unit the longest (seniority-based tiebreaker). In the event of any sale, transfer, or lease, any other unit owner shall automatically have the right of first refusal to purchase or lease the unit for the identical price, terms, and conditions. Any unit owner wishing to exercise such right must do so via email within fifteen (15) days after the Board of Directors receipt of said application. If such right is exercised by more than one unit owner, the priority shall be given to the owner who has owned their unit the longest (seniority-based tiebreaker). 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 transferor 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 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 18% or the maximum legal rate as it may be amended from time to time in Florida Statute 718.116(3) and shall be subject to a late charge of the greater of 5% of the missed installment or \$25.00 pursuant to Florida Statute 718.116(3) as it may be amended from time to time, as is established by uniform rules and regulations of the Board. Any payment received by the Association will be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment. 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 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.

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18. Remedies for Default. In addition to the remedies provide by statute and common law and the remedies elsewhere provided herein, a default in 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 and 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.

The Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the Declaration, the By-Laws, or reasonable rules of the Association. A fine may not become a lien against a unit. A fine may be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the Declaration, By-laws, or reasonable rules of the Association.

A fine or suspension levied by the Board may not be imposed unless the Board first provides at least 14 days' written notice to the unit owner and, if applicable, any tenant, licensee, or invitee of the unit owner sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister

of an officer, director, or employee. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 30 days after notice of the approved fine is provided to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

The Association may suspend the voting rights of a unit owner or member due to nonpayment of any fee, fine, or other monetary obligation due to the Association which is more than \$1,000 and more than 90 days delinquent. Proof of such obligation must be provided to the unit owner or member 30 days before such suspension takes effect. At least 90 days before an election, an association must notify a unit owner or member that his or her voting rights may be suspended due to a nonpayment of a fee or other monetary obligation. A voting interest or consent right allocated to a unit owner or member which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under Florida Statute 718, the Declaration, Articles of Incorporation, or By-Laws. The suspension ends upon full payment of all obligations currently due or overdue the Association.

EXHIBIT A

AFFIDAVIT OF MAILING OF
The Place 450 Condominium Association, Inc.
Copy of Amendment

I, the undersigned, Licensed Community Association Manager, whose name appears at the bottom of this affidavit do hereby swear and affirm that a copy of the Amendment Instrument 2026103324 was mailed to all members of The Place 450 Condominium Association, Inc. to addresses currently on file or the approved email after receipt of email consent.

Acknowledged this 30th day of July, 2026.

The Place 450 Condominium Association, Inc.

BY: ____ *Maureen Schoening*
Maureen Schoening