

LIVINGSTON, PATTERSON & STUBBS, P.A.
ATTORNEYS AT LAW
4501 W. WASHINGTON BLVD.
ORLANDO, FLORIDA 32837DECLARATION OF CONDOMINIUM

of

BARRINGTON WOODS

U.S. Home Corporation, a Delaware corporation (the "Developer"), the owner in fee simple of the property described in Schedule I, hereby submits its fee simple interest in this property and all improvements now or hereafter erected upon it to condominium ownership pursuant to Chapter 718, Florida Statutes (1979), subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes (1979), as amended through (but not subsequent to) the date this Declaration is filed in the Public Records of Sarasota County, Florida, (the "Condominium Act") is incorporated by reference, and all provisions of the Condominium Act shall apply to this condominium except where inconsistent with this Declaration.

2. NAME. The name by which this condominium shall be known and identified is Barrington Woods, a condominium.

3. SURVEY AND PLOT PLAN. A survey of the land and plot plan locating the improvements 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 17, Pages 17-17A, Public Records of Sarasota County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in Exhibit "A" and any subsequent amendments. A unit shall consist of the space defined in Exhibit "A". In the event 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 any building, the locations, dimensions and descriptions of the respective units as contained in Exhibit "A" and subsequent amendments will control.

4. OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES.

The 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 as follows:

Each unit shall share equally with all other units. There are 66 units and the undivided share of each unit shall be 1/66.

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 undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium units in Barrington Woods. 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 within the boundaries of the respective condominium units;
- (c) Any utility areas and installations and all utility services which are available to more than one unit or to the common elements and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;
- (d) All parking areas, driveways, and other means of ingress and egress;
- (e) All electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies;
- (f) All tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;
- (g) Alterations, additions and further improvements to the common elements; and
- (h) Any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6) of the Condominium Act.

REC-11449 Pg 1287

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all of 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.

6. ASSOCIATION. The corporation which will be responsible for the operation of the condominium will be an incorporated association known as BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, (the "Association"). All persons owning a vested present interest in the fee title to any of the condominium units in Barrington Woods that is evidenced by a proper instrument duly recorded in the Public Records of Sarasota County, Florida, shall automatically be members of the Association. Their respective memberships shall terminate as their vested interest in the fee title terminates by virtue of a proper instrument duly recorded in the Public Records of Sarasota County, Florida. All of the affairs and property of the condominium and of the Association shall be controlled by the Association. A copy of the Articles of Incorporation, which has been filed with and certified by the Secretary of State of Florida, together with any amendments, is attached hereto as Exhibit "B". The Bylaws governing the operation of the condominium and of the Association are attached hereto as Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration.

7. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than 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 interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.

8. COMMON EXPENSES. The common expenses shall include:

- (a) costs of operation, maintenance, repair and replacement of the common elements;
- (b) costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
- (c) costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units;
- (d) damages to the condominium property in excess of insurance coverage;
- (e) salary of a general manager, if deemed desirable by the membership, and his assistants and agents;
- (f) premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein;
- (g) costs of painting, maintaining and repairing exterior surface of all improvements;
- (h) initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefits of all the members, provided that any such items that exceed \$10 in cost shall be approved by majority vote of the unit owners; and
- (i) all other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws.

9. MAINTENANCE, REPAIR AND REPLACEMENT.

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements except those portions of the common elements which are to be maintained, repaired and replaced by the unit owners as provided hereinafter. 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, and during any hours for performing such emergency repairs or procedures therein as may be

necessary to prevent damage to the common elements or to another unit. The exterior surfaces of improvements (other than glass), including the roof, exterior walls, and walls in exterior entranceways, shall be maintained by the Association notwithstanding that portions thereof are located within the boundaries of a 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 (except as otherwise provided herein), including but not limited to:

- (a) paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;
- (b) all built-in shelves, cabinets, counters, storage areas, and closets;
- (c) all refrigerators, stoves, ovens, 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 the respective 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 distribution lines;
- (e) the heating and air conditioning system serving the unit regardless of whether it is located wholly within the boundaries of the unit or not;
- (f) all windows and sliding glass doors (glass must be replaced only with glass of the same tint or shade and temper as the original glass);
- (g) all interior doors, walls, partitions, and room dividers;

(h) all furniture, furnishings and personal property contained within the respective unit.

(i) ~~all exterior doors, (with the exception of the exterior finish).~~

(j) any street mailbox used exclusively by an owner.

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. Also, if any exterior surfaces of improvements are damaged by an owner or his family or his family's guests, licensees or invitees, the owner shall promptly repair such exterior surface at his expense in a good and workmanlike manner. If an owner fails to make such repairs, the Association, at the discretion of the board of directors, may make the repairs and the cost shall be assessed against the defaulting unit owner. The Association shall have a lien against a unit to the same extent as is provided by the Condominium Act for unpaid assessments for the costs of any such repairs paid by the Association, plus interest at the rate of 10% per annum and costs and reasonable attorney's fees incurred by the Association in enforcing its rights.

10. INSURANCE, DESTRUCTION AND RECONSTRUCTION. As agent for and on 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, 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 and shall be included in the assessment for common expenses. The Association board of directors shall have full authority as agents for the insureds 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 mortgagees shall be furnished mortgagee endorsements

covering their respective interests. Each unit owner shall be responsible for insuring his own personal property within his unit and improvements made by him within his unit which are not covered by the Association policy.

In the event of a destruction or casualty loss of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer. If the proceeds are in excess of \$10,000, they shall be immediately paid over to a banking corporation having trust powers and selected by the board of directors, to be held by the bank in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association board of directors. The funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event the proceeds are not sufficient to pay the cost of reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a unit owner, but if it is determined that the damage was proximately caused by the negligence of a unit owner, that unit owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds. The Association shall have a lien for the amount of the deficiency, plus interest at the rate of 10% per annum from the date of the assessment, and costs and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are less than \$10,000, they need not be placed in trust but shall be held by the treasurer and applied directly by the board of directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the improvements shall be restored as above provided unless the owners of three-fourths (3/4) of the voting rights

OFF REC
1449
Pg 1291

of the units submitted to condominium ownership and made a part of Barrington Woods, a condominium, vote to terminate this condominium. If 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 the bank trustee selected by the board of directors, to be held by the trustee in trust. The recording of each instrument of conveyance to the trustee in the public records of the county in which the condominium is located will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the common surplus to be subsequently distributed by the trustee as provided herein. The trustee shall collect all insurance proceeds payable as a result of the damages or destruction; shall collect all assets of the Association that are allocable to the units in this condominium and which may remain after the Association pays its liabilities; and shall effect a public or private sale of the condominium property, by whatever means the Association board of directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall apportion the remaining funds in its hands among the units immediately prior to such destruction as determined by three experienced real estate appraisers selected by the board of directors. The trustee shall distribute each unit's share of the funds jointly to the record title owners of each unit and the record owners of any mortgages or other liens encumbering each unit at the time of the recording of its conveyance to the trustee 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 funds is insufficient to pay all liens in full; and in this event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. Nothing herein provided shall in

1449
1292

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 trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

11. 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 interests may appear in this amount as the board of directors may 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. The unit owners shall have no personal liability upon any such claims and nothing in this Declaration 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.

12. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

- (a) use the unit for other than a single-family residential dwelling. In furtherance of this restriction, visitors may not occupy the unit either alone or with an owner or tenant for more than three weeks in any six-month period; and in no event shall a single bedroom unit be occupied by more than five persons, a two-bedroom unit by more than six persons, and a three-bedroom unit by more than seven persons;

- (b) paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; place any sunscreen, blind or awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the board of directors of the Association facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit except upon written approval of the landscaping plan by the board of directors of the Association (which may be granted or denied for any reason, including aesthetic considerations, in the board's sole discretion); erect any exterior lights or signs; place any signs or symbols in windows; or erect or attach any structures or fixtures, including signs, within the common elements;
- (c) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit). Any such additions or alterations shall be performed by a licensed contractor in accordance with applicable building codes, laws and ordinances, and in accordance with plans and specifications and a schedule of commencement and completion previously approved in writing by the board of directors (which may be granted or denied in the board's sole discretion). No owner, tenant or other occupant shall fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure;
- (d) permit loud or objectionable noises or obnoxious odors to emanate from the unit, including the playing of any organ or electronically amplified musical instruments or devices, which in the sole opinion of the board of directors may cause a nuisance to the occupants of other units.
- (e) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;
- (f) fail to conform to and abide by the bylaws and uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the board of directors, or fail to allow the board of directors or its designated agent to enter the unit at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws or rules and regulations of the Association.

- OFF
REC
1449
Pg 1295
- (g) 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 board of directors of the Association (which may be granted or denied for any reason, including aesthetic considerations, in the board's sole discretion);
 - (h) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;
 - (i) commit or permit any nuisance, immoral, or illegal act in his unit or in or on the common elements;
 - (j) divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit; however, 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) hang any laundry, garments or other unsightly objects which are visible outside of the unit;
 - (m) allow anything to remain in the common areas which would be unsightly or hazardous;
 - (n) 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;
 - (o) allow any fire or health hazard to exist;
 - (p) make use of the common elements in such a manner as to abridge the equal rights of the other unit owners to their use and enjoyment, or as to abridge the rights of other unit owners to the use and enjoyment of their units;
 - (q) lease less than an entire unit, or lease an entire unit for a period of less than three months, nor lease a unit more than two times in any calendar year, so that the high quality of this condominium shall be maintained and shall not become a lodging facility for transients. During the time a unit is leased or occupied by others, the unit owner shall not have the right to use the common elements and facilities except as a guest of another unit owner or lessee;

REC-111
1449
Pg 1296

- (r) allow any animals to be kept in the unit other than cats, dogs under 40 pounds, or small birds or fish. Dogs and cats must be kept on leashes when not confined inside a unit. No animals may be kept, bred or maintained for commercial purposes. The keeping of all animals is subject to the rules and regulations of the board of directors of the Association, as they may from time to time be adopted. If any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, the animal shall be removed from the unit immediately.
- (s) park overnight commercial vehicles or vehicles lettered for commercial purposes, personal trucks larger than one-half ton, boats, campers, trailers, mobile homes and similar vehicles in any parking area, except service vehicles during the time they are actually serving the unit or common elements. No vehicles may be parked on sodded areas or any other areas not specifically designated for parking;
- (t) enclose, fence or screen the entranceway, patio, lanai or porch except with the written consent of the board of directors (which may be granted or denied for any reason, including aesthetic considerations, in the board's sole discretion) and in accordance with uniform standards of design, appearance and construction previously adopted by the board of directors. Additionally, so long as the Developer shall own a unit in Barrington Woods, the Developer shall have the right to approve or disapprove the uniform standards and any such enclosures for any reason, including aesthetic considerations, in the Developer's sole discretion;
- (u) keep any hazardous substances in any storage or covered parking area, or permit trash, debris, or other unsightly objects to remain in or about such areas;
- (v) alter the appearance of any street mailboxes. Any replacement mailbox shall be of the same size, type and exterior appearance as the other street mailboxes.

Notwithstanding the above restrictions, Developer may erect sales and promotional signs on the common elements and on the exterior surface of one or more model units owned by Developer, and may use one or more of the units owned by it as a sales office or model unit, or both, until all units owned by Developer are sold.

13. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In

recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, 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 the sale, transfer, lease or occupation of a unit shall be valid and effective.

If a unit is owned by a corporation, a transfer of controlling interest in its shares or occupancy by a family other than the one originally dwelling in the unit shall be deemed a sale or a lease. Written application for this approval shall contain all information required by application forms promulgated by the board and shall be accompanied by any fee required by regulation of the board. When reviewing an application, consideration shall be given to good moral character, social compatibility, personal habits, 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.

If a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. If a sale or transfer is disapproved or no action is taken by the board or its duly authorized officers, agent or committee within 15 days after receipt of the application, and the unit owner intends to close in spite of the disapproval or inaction, the unit owner shall

give the board an additional 30 days' written notice of this intent prior to closing. The Association or any other unit owner shall then have a right of first refusal to purchase the unit for the identical price, terms and conditions. This right shall be exercised by either delivering written notice to the proposed seller or mailing it to his address as shown on the Association records. If the Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Association, one by the proposed seller and the third by the first two appraisers. The cost of the appraisals shall be divided between the Association and the proposed seller. If such right of first refusal 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 or within 10 days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Association or any other unit owner a right to redeem the unit involved from the transferee at any time before the closing of the transfer and for a period of six months after the recording of an instrument of conveyance in the public records of the county in which the condominium is located, or 60 days after the board of directors is given formal written notice of the transfer, whichever period is shorter. The only condition to the exercise of this right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of such sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, this right of redemption may be enforced by suit for specific

performance. If legal proceedings are commenced by the Association or any unit owner to enforce the provisions of this paragraph against a unit owner or transferee who fails to comply with it, the party bringing such proceedings shall be entitled to his costs and reasonable attorneys' fees if he 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 their subsidiaries or affiliates, or to conveyances or leases to or from such institutional first mortgages or the Developer.

14. ASSESSMENTS AND LIENS. The board of directors of the Association shall adopt 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-twelfth (1/12) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month 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 that may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of 5% and shall bear interest from the due date until paid at the rate of 10% per annum. 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, costs and reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. 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.

Notwithstanding the foregoing, Developer shall not be obligated to pay the share of the annual assessments and any special assessments relating to any unit or units owned by and offered for sale by Developer until the first day of the fourth calendar month in which the closing of the purchase and sale of the first condominium unit occurs. However, Developer shall pay the portion of common expenses (other than reserve accounts for capital expenditures and deferred maintenance) which exceeds the amount assessed against other unit owners. Additionally, Developer may be further excused from the payment of annual assessments and any special assessments if the level of assessments has been guaranteed to unit owners pursuant to Section 718.116(8)(b) of the Condominium Act.

15. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. The written consent of all savings and loan associations, banks, and insurance companies or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the Bylaws (except for amendments to this Declaration and exhibits thereto made to comply with Section 718.104(4)(e) of the Condominium Act or comparable provisions of any subsequently enacted condominium legislation); prior to the termination of the condominium; prior to the partition or subdivision of any unit; or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. The institutional first mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours. Upon written request, the Association shall furnish to an institutional first mortgagee written notification of any default by the mortgagor of a unit in the performance of his obligations under this Declaration or the Bylaws that is not cured within 30 days. Any institutional first mortgagees who obtain title to a unit through mortgage foreclosure shall not be liable

for the share of common expenses assessed to the unit prior to the acquisition of title, unless the share is secured by a claim of Lien for assessments recorded prior to the recording of the mortgage. However, the institutional first mortgagee shall pay all common expenses assessed to the unit that accrue and become due during the period it owns the unit.

16. RIGHTS OF DEVELOPER. Developer hereby reserves the right to elect directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "B". Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation.

It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the condominium plat described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of constructing and completing said improvements and units and effecting the sale or lease of all of the condominium units. Until all units are sold, Developer shall have the right to maintain one or more units for a sales office or for a model to display to prospective purchasers or for both purposes, and may exhibit signs and sales paraphernalia within the sales office or model units or in the common elements to effect sales.

17. 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 with and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and regulations and rules promulgated by the Association or its board of directors, shall entitle the Association or its board of directors 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 attorneys' fees. If an occupant of a unit refuses to comply with regulations and rules, the occupant may be denied use of the recreation facilities of the condominium by the board until the default is corrected. During any period of default by a unit owner in the payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit that are paid by the Association as part of the common expenses. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

18. ACCESS AND ENCROACHMENT EASEMENT. Each unit owner shall have a nonexclusive perpetual easement for ingress and egress over, across and through the sidewalks, parking areas, paths, streets, walks and lanes serving the units of the condominium, including a nonexclusive perpetual easement for ingress and egress by way of vehicles over, across and through such portions of the common elements as may be paved or otherwise improved and intended for such purposes. However, this shall not give any person the right to traffic upon any portions of the condominium property not intended for such use. Also, an easement shall exist for encroachments which may exist now or in the future by inaccuracies in construction, settlement or movement of the buildings; and these encroachments shall be allowed to remain undisturbed until they no longer exist.

19. UTILITY EASEMENT. Developer hereby reserves for and on behalf of itself and the City of Sarasota, Florida, and any other public or private utility companies rendering utility services to Barrington Woods, and their successors and assigns, perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the condominium lands and recreation areas which are not occupied by buildings or other structures. The utility easements herein reserved may serve this condominium or other properties. In addition to the general easements herein reserved, Developer may grant specific easements to any public or private

utilities serving this condominium or other properties upon such terms as Developer may deem appropriate. All public and private utility companies rendering utility services to Barrington Woods shall have a perpetual nonexclusive easement over, across, under and through all of the common land areas of the condominium for the purpose of construction, installation, maintenance, repair and replacement of the utilities, and for reading utility meters. If it is necessary to disturb the surface of the land for these purposes, the roadways, grass, landscaping and other improvements which are disturbed shall be restored as nearly as possible to their prior condition by the utility company as soon as practicable.

20. PARKING. The Developer may assign to each unit one parking space. This may be done at one time for all units, or for one or more units over a period of time, either before or after a unit is conveyed by the Developer. The instrument of assignment shall be recorded in the Public Records of Sarasota County, Florida, together with a map or diagram with a uniform system for designating all parking spaces to be assigned. Thereafter, the owners of the unit to which these spaces are assigned shall have the exclusive right to their use as a parking space. Any subsequent conveyance of the unit shall automatically include the exclusive right to the use of the parking space; and specific reference to this in the instrument of conveyance shall be unnecessary. Developer may assign or transfer the right to assign parking spaces in this manner to the Association by an appropriate instrument recorded in the Public Records of Sarasota County, Florida.

21. AMENDMENTS. This Declaration may be amended at any time by affirmative of two-thirds (2/3) of all voting rights of all unit owners in Barrington Woods, except that provisions relating to percentage of ownership and sharing of common expenses, rights of Developer, termination of the condominium, and the voting rights of members may be amended only with the written consent of all persons adversely affected thereby. The Articles of Incorporation and Bylaws may be amended by a simple majority vote of all voting rights of all members of the

Association and to that extent this Declaration may be amended without two-thirds (2/3) vote. No amendment shall be effective unless it is in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for 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. The execution of any amendment by the president or vice president and attested by the secretary of the Association as provided 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 Bylaws. By acceptance of a deed to a condominium unit, the grantee agrees for himself, his heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any unit, that Developer shall have the right and irrevocable power to amend this Declaration and the exhibits recorded herewith as may be necessary or desirable from time to time prior to the conveyance of all units by Developer to (a) identify, locate and dimension any units which are not substantially completed at the date of this Declaration in order to comply with Section 718.104(4)(e) of the Condominium Act; (b) correct any errors or omissions in the Declaration or any exhibits thereto; (c) make the documents comply with the requirements of any statutory provisions or any state or federal rules or regulations or local ordinances; or (d) gain acceptance or approval of any institutional mortgage lender or title insurer. Such amendments shall be executed by the Developer with written consent of all institutional first mortgagees, and the joinder or further consent of individual unit owners or holders of recorded

1449 Pg 1304
REC-11

1449 PG 1305
OFF REC

liens or other interests therein or thereon shall not be required. However, written consent of institutional first mortgagees shall not be required for any amendments to this Declaration and exhibits thereto made to comply with Section 718.104(4)(e) of the Condominium Act or comparable provisions of any subsequently enacted condominium legislation. All amendments shall take effect immediately upon recordation in the Public Records of Sarasota County, Florida.

22. TERMINATION. The condominium property may be removed from the provisions of this Declaration at any time by a vote of 80 percent of the voting rights of all owners of units submitted to condominium ownership and made a part of Barrington Woods, a condominium, and unanimous written consent of all of the institutional first mortgage holders, by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the Public Records of Sarasota County, Florida. Upon termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the board of directors of the Association.

23. BINDING EFFECT. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision 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. Captions to paragraphs are for convenience only, and shall not be used in interpreting this Declaration.

24. SEVERABILITY. If any provisions of this Declaration, the condominium plat, the Articles of Incorporation, or the Bylaws or any section, sentence, clause, phrase or word thereof, or the application

1449 Pg 1306

thereof in any circumstance, is held invalid, the validity of the remainder or of the application of these instruments in other circumstances shall not be affected.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the 17th day of June, 1981.

Witnesses:

U.S. HOME CORPORATION, a Delaware corporation

Rita B. Shadon
Alice M. Lander

By L. John Loud
Its Vice President
L. John Loud

STATE OF FLORIDA
COUNTY OF SARASOTA

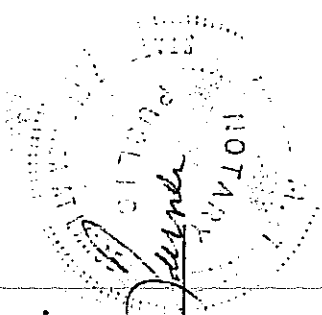
I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared L. John Loud, as Vice President of U.S. HOME CORPORATION, a Delaware corporation, and he acknowledged before me that he executed the foregoing Declaration of Condominium in the name of and on behalf of said corporation; that as such corporate officer he has been duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal in the County and State aforesaid this 17th day of June, 1981.

Alice M. Lander
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 4, 1984
By Order of the Florida Secretary of State



1449 REC
1307

JOINDER OF ASSOCIATION

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC. therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 17th day of June, 1981.

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

L. John Loud
[Signature]

BY [Signature]
As its President L. John Loud

Attest [Signature]
As its Secretary J. D. Bauman-Gross

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared

L. John Loud
[Signature]

and J. D. Bauman-Gross, to me known to be the persons described as President and Secretary, respectively, of BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, in and who executed the foregoing Joinder, and they acknowledged before me that they executed it in the name of and for that corporation, affixing its corporate seal, and that they were duly authorized by that corporation to do so.

WITNESS my hand and official seal in the county and state named

above this 17th day of June, 1981,
[Signature]
Notary Public

My Comm. Expires:
Notary Public, State Of Florida At Large
My Commission Expires June 18, 1984
Bonded By SAFECO Insurance Company of America

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

BARRINGTON WOODS

A CONDOMINIUM

A PART OF BLK-13 OF UNRECORDED PLAT OF ARMSTRONG ACRES
SECTION 1, TOWNSHIP 36 S, RANGE 17 E
COUNTY OF SARASOTA STATE OF FLORIDA

DESCRIPTION

A part of Block 13 of unrecorded Plat of Armstrong Acres, lying in the SW 1/4 of the SE 1/4 of Section 1, Township 36 South, Range 17 East, Sarasota County, Florida, being more particularly described as follows:

Commence at the NE Corner of the SE 1/4 of the SE 1/4 of said Section 1; run thence along the north line of the S 1/2 of the SE 1/4 of said Section 1, S89°40'44"W, 134.4', thence S0°24'19"W, 30' to the NE corner of said Block 13, being the intersection of the southerly right-of-way line of Mecca Drive (60' wide) and the westerly right-of-way line of Royal Palm Avenue (60' wide) for a Point of Beginning; thence continue S0°24'19"W along said westerly right-of-way line, being the easterly line of said Block 13, 628.60'; thence N89°59'58"W, 592.05', thence N0°07'01"W along the easterly right-of-way line of Armstrong Avenue (60' wide) as vacated by resolution of the City Commission of the City of Sarasota, O.R. Book 920, Page 499, Public Records of Sarasota County, Florida, 342.96'; thence S89°45'22"W along the northerly line of said vacated Armstrong Avenue, 30' to the westerly line of said Block 13; thence N0°07'01"W along said westerly line of Block 13, 282.23' to the aforementioned southerly right-of-way line of Mecca Drive, thence N89°40'44"E along said line 627.78' to the Point of Beginning and containing 8.76 acres more or less.

UNIT DESCRIPTION

A Unit shall consist of space bounded by a vertical projection of the respective Unit boundary lines shown hereon representing the surface of the outside finished walls or center of dividing wall where applicable, and from the plane of the bottom of the foundation of the structure to the peak of the finished roof and shall include the overhang, eaves, window sills, porches, stoops, all projecting integral parts of the structure, whether indicated on the plat or not.

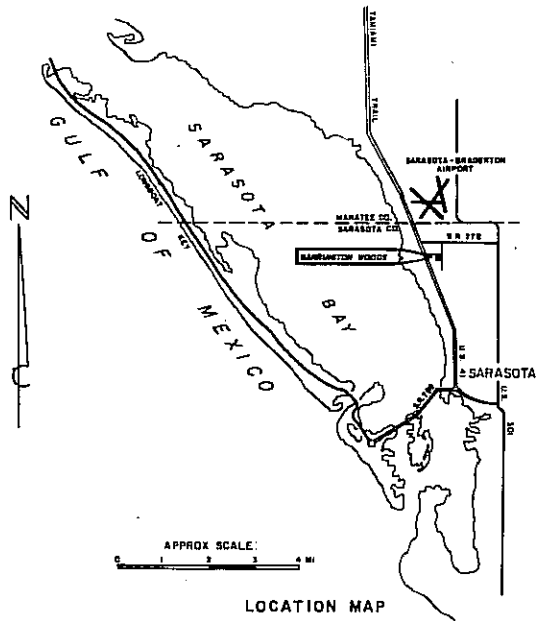
CERTIFICATE OF SURVEYOR:

I, the undersigned Registered Land Surveyor, hereby certify that a survey was made of the land shown hereon and that this Plat, designated as Exhibit "A", consisting of 2 sheets, is a correct representation of the improvements described and that the construction of all planned improvements with respect to Units No. 1301, 1302, 1801, 2301 - 2102, 2701, 2702 are substantially complete, including but not limited to landscaping, utility services, and access to said units and common element facilities serving said units, and that this Plat together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined therefrom. All other units are not complete at this time.

NOTES:

- All building ties are 90° to street centerline or centerline extended.
- All building Units are same as "Typical Bldg" shown.
- Elevations shown refer to National Geodetic Vertical Datum.
- All bearings shown refer to an assumed meridian.
- No. 101 denotes Unit Number; A, B, C denotes type.
- Streets shown are 22' access and utility easements.

UNIT NO & TYPE	ELEVATIONS OF		
	UNIT TOP	PAIR	TRAIL TOP
1301 - 1302 A	22.9	24.3	41.3
1301 - 1302 B	22.7	24.8	41.8
1301 - 1302 C	22.7	24.7	41.7
1801 - 1802 A	23.0	24.5	42.0
1801 - 1802 B	23.3	24.5	42.1
1801 - 1802 C	23.4	24.4	42.4
2101 - 2102 A	23.2	24.2	42.1
2101 - 2102 B	23.0	24.0	42.0
2101 - 2102 C	22.9	24.3	41.9
2301 - 2302 A	23.0	24.3	42.3
2301 - 2302 B	22.9	24.3	41.9
2301 - 2302 C	22.9	24.3	41.9
2501 - 2502 A	22.9	24.3	41.9
2501 - 2502 B	22.9	24.3	41.9
2501 - 2502 C	22.9	24.3	41.9
2701 - 2702 A	22.9	24.3	41.9
2701 - 2702 B	22.9	24.3	41.9
2701 - 2702 C	22.9	24.3	41.9
2901 - 2902 A	22.9	24.3	41.9
2901 - 2902 B	22.9	24.3	41.9
2901 - 2902 C	22.9	24.3	41.9
3101 - 3102 A	22.9	24.3	41.9
3101 - 3102 B	22.9	24.3	41.9
3101 - 3102 C	22.9	24.3	41.9
3301 - 3302 A	22.9	24.3	41.9
3301 - 3302 B	22.9	24.3	41.9
3301 - 3302 C	22.9	24.3	41.9



Date of survey 6-12-81

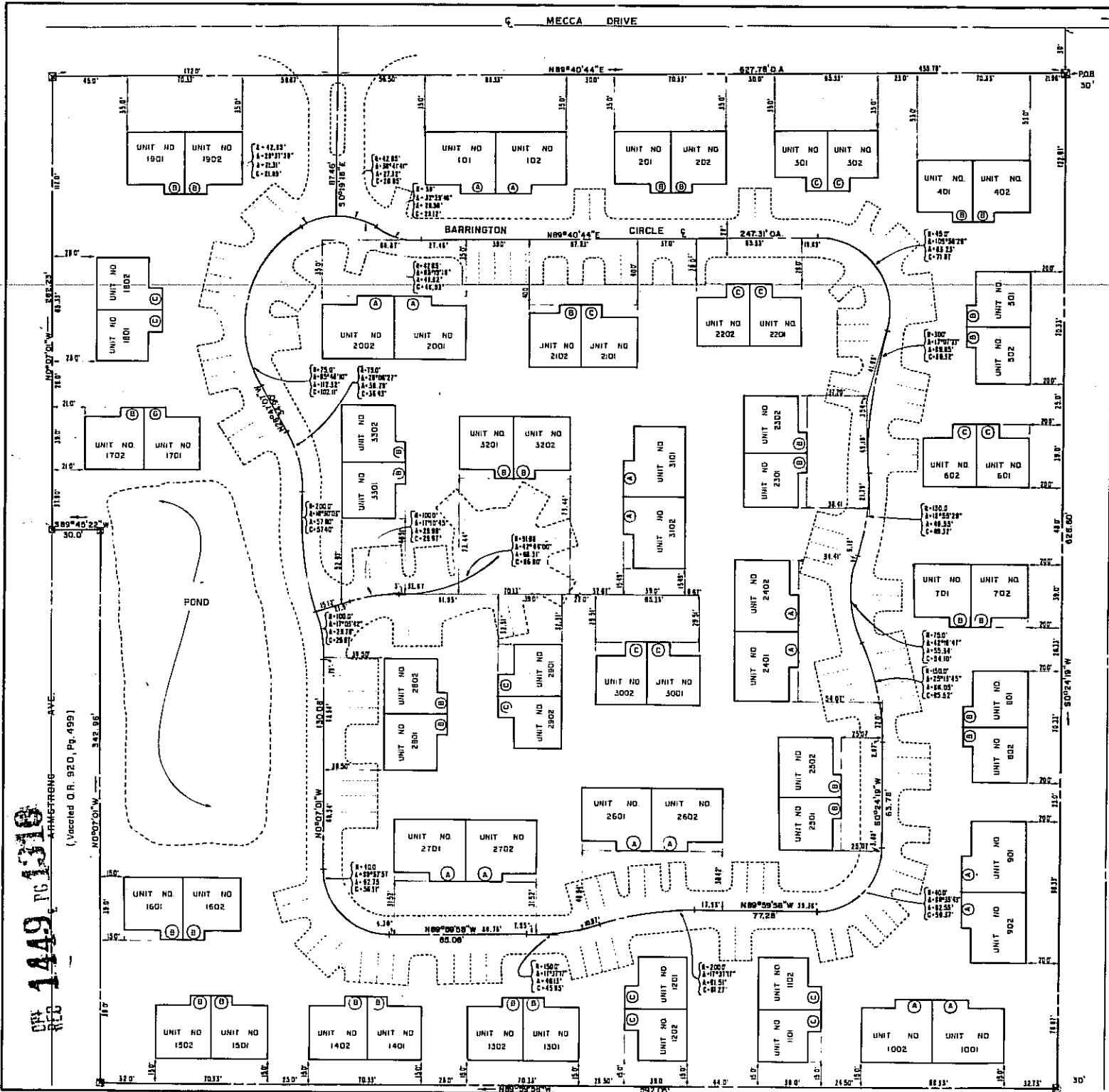
NO. 1449 PG. 1309

Engineers & Surveyors, Sarasota, Florida
By Thomas J. Bennett
Thomas J. Bennett
R.L.S. Fla. Cert. No. 1195
P.E. Fla. Cert. No. 4981

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

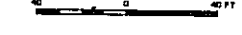
DEED REC 1449, PG 1310



CONDOMINIUM BOOK 12, PAGE 17A
 1244 NE Cor. SE 1/4
 SE 1/4 Sec 1-36-17

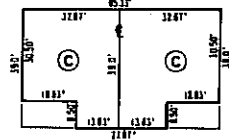
BARRINGTON WOODS
 A CONDOMINIUM
 A PART OF BLK. 13 OF UNRECORDED PLAT OF ARMSTRONG ACRES
 SECTION 1, TOWNSHIP 36 S., RANGE 17 E
 COUNTY OF SARASOTA - STATE OF FLORIDA

SCALE: 1" = 40'

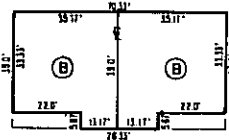


LEGEND

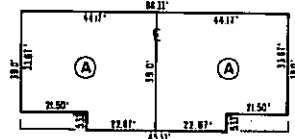
— Condominium Boundary
 - - - Unit Boundary



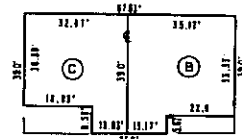
TYPICAL BLDG. C



TYPICAL BLDG. B



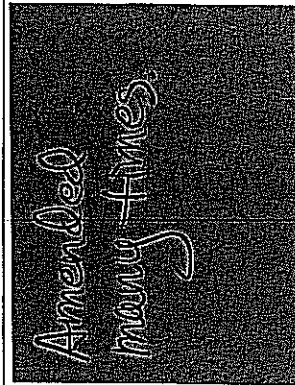
TYPICAL BLDG. A



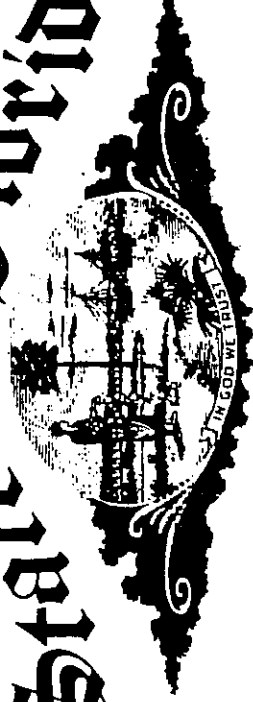
TYPICAL UNITS

SCALE: 1" = 30'

BENNETT & BISHOP, INC.
 ENGINEERS & SURVEYORS - SARASOTA, FLORIDA



State of Florida

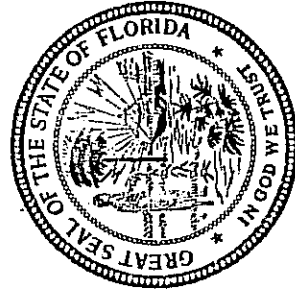


Department of State

OFF REC 1449 Pg 1311

I certify that the attached is a true and correct copy of the Articles of Incorporation of BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 24, 1981, as shown by the records of this office.

The charter number for this corporation is 756919.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
26th day of March, 1981.

Secretary of State

CER 101 Rev. 12-80

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM

FILED
MAR 24 3 05 PM '01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1449
PC 1312
REC-11

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

of

By these Articles of Incorporation, the subscribers form a corporation not for profit under Florida law.

ARTICLE I.

NAME OF CORPORATION

The name of this corporation shall be BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the Association.

ARTICLE II.

GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the condominium known as Barrington Woods located in the City of Sarasota, Florida, and to perform all acts provided in the Declaration of Condominium of said condominium and the Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III.

POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in said Condominium Act and the Declaration of Condominium of Barrington Woods, as amended from time to time, except as may be limited or otherwise provided by these Articles. The Association may enter into lease agreements and may acquire and enter

into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members.

ARTICLE IV.

MEMBERS

All persons owning a vested present interest in the fee title to any of the condominium units of Barrington Woods as evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates by virtue of a proper instrument duly recorded in the Public Records of Sarasota County, Florida. However, upon termination of the condominium, the membership shall consist of those who were members at the time of each conveyance of the respective units to the trustee as provided in said Declaration of Condominium. If a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by the legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in said Declaration of Condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the secretary of a certified copy of the deed or other instrument of conveyance.

Prior to the recording of said Declaration of Condominium in the Public Records of Sarasota County, the subscribers hereto shall remain the members of the Association and shall each be entitled to one vote.

ARTICLE V.

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 a 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 the joint owners by written agreement of the remainder of the joint owners.

ARTICLE VI.

INCOME DISTRIBUTION

No part of the income of this corporation shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.

EXISTENCE

This corporation shall exist perpetually unless dissolved according to law.

ARTICLE VIII.

REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at 2700 South Tamiami Trail, Suite 15, Sarasota, Florida, and the registered agent at that address shall be L. John Loud.

ARTICLE IX.

NUMBER OF DIRECTORS

The business of the corporation shall be conducted and it shall be managed by a board of directors which shall consist of not less than three (3) persons, as shall be designated by the Bylaws. Elections for directors shall be held annually in the manner provided by the Bylaws.

1449 Pg 1315
OFF REC

ARTICLE X.

FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first board of directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

<u>Name</u>	<u>Address</u>
L. John Loud President and Director	2700 South Tamiami Trail, Suite 15 Sarasota, Florida 33579
William H. Hunter Vice President and Director	2700 South Tamiami Trail, Suite 15 Sarasota, Florida 33579
John D. Bauman-Gross Secretary-Treasurer and Director	1452 U.S. 19, South, Suite 520 Clearwater, Florida 33516

ARTICLE XI.

INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association to the fullest extent permitted by law against all expenses and liabilities including attorneys' fees reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding or settlement thereof in which they may become involved as a party or otherwise by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

ARTICLE XII.

RIGHTS OF DEVELOPER

U.S. Home Corporation, a Delaware corporation, which is the developer of Barrington Woods condominium, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:

A. When 15 percent or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, these unit owners shall be entitled to elect one-third (1/3) of the members of the board of directors.

B. Unit owners other than the Developer shall be entitled to elect a majority of the members of the board of directors:

(1) Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to owners other than Developer;

(2) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to owners other than Developer;

(3) When all units that will be operated ultimately by the Association have been completed, some of them have been conveyed to owners other than Developer, and none of the others are being offered for sale by Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to owners other than Developer and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; whichever first occurs.

C. Developer shall be entitled to elect at least one (1) member of the board of directors as long as Developer holds at least 5 percent of the units in Barrington Woods for sale in the ordinary course of business.

During the period Developer is in control of the Association, the directors shall exercise all rights that would otherwise be exercisable by the members.

ARTICLE XIII.

BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by a simple majority vote of all voting rights of all members of the Association. The procedure and method for alteration, amendment or rescission may be provided for in the Bylaws.

ARTICLE XIV.

SUBSCRIBERS

The names and street addresses of the subscribers to these

Articles of Incorporation are as follows:

L. John Loud
President and Director
2700 South Tamiami Trail, Suite 15
Sarasota, Florida 33579

William H. Hunter
Vice President and Director
2700 South Tamiami Trail, Suite 15
Sarasota, Florida 33579


John D. Bauman-Gross
Secretary-Treasurer and Director
1452 U.S. 19, South, Suite 520
Clearwater, Florida 33516

ARTICLE XV.


AMENDMENTS

The corporation reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the Association and all rights conferred upon the members herein are granted subject to this reservation.


IN WITNESS, these Articles of Incorporation have been executed by the subscribers this 16th day of March, 1981.



 L. John Loud



 William H. Hunter



 John D. Bauman-Gross

1449 PG 1318

STATE OF FLORIDA
COUNTY OF SARASOTA

I hereby certify that on this 16th day of MARCH, 1981, before me, an officer duly authorized and acting, personally appeared L. JOHN LOUD and WILLIAM H. HUNTER, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

Witness my hand and official seal at 2100 So. Tamiami Trail,
Suite 15, Sarasota, in the county and state aforesaid this the
day and year last above written.

Oliver M. Turner
Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

I hereby certify that on this 16 day of March, 1981, before me, an officer duly authorized and acting, personally appeared JOHN D. BAUMAN-GROSS, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged then and there before me that he executed said instrument.

Witness my hand and official seal at 1452 US 19 South,
Suite 520, Clearwater, in the county and state aforesaid this the
day and year last above written.

Walter L. Diegel
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 23, 1984

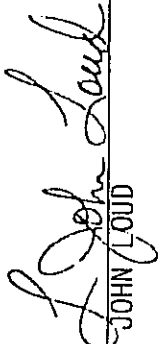
Bonded By SAIFED Insurance Company of America

FILED
MAR 24 3 05 PM '01
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

NOTICE OF APPOINTMENT OF REGISTERED
ACCEPTANCE, AND DESIGNATION OF CORPORATE OFFICER.

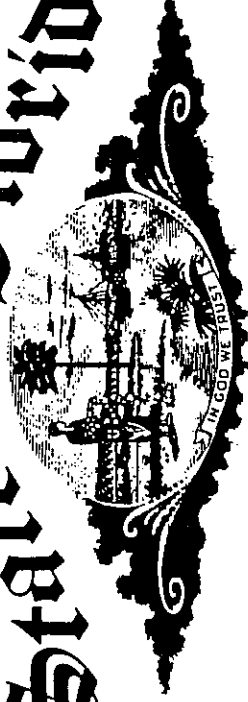
The undersigned, L. JOHN LOUD, having a street address of 2700 South Tamiami Trail, Suite 15, Sarasota, Florida, 33579, having been appointed by the subscribers of BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, as registered agent, states as follows:

1. The corporation shall maintain an office at 2700 South Tamiami Trail, Suite 15, Sarasota, Florida, 33579, and shall notify the Department of State of any change in address of this office or the name of the registered agent at this address.
2. He accepted the appointment and consents to serve as registered agent of the corporation pursuant to Section 617.023, Florida Statutes.


L. JOHN LOUD

REC 1320
1449 PG
DFT

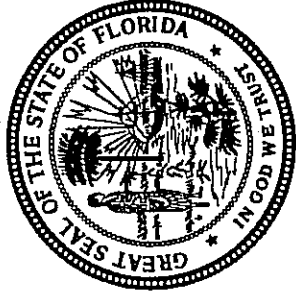
State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, filed on June 19, 1981, as shown by the records of this office.

The charter number of this corporation is 756919.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of June, 1981.

George Firestone
Secretary of State

CER 101 Rev. 12-80

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF
BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

FILED

JUN 19 1 56 PM '81

Pursuant to Section 617.02, Florida Statutes, and Article VII and VIII of the Articles of Incorporation, the undersigned Florida

corporation not for profit adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is Barrington Woods Condominium Association, Inc.
2. These Articles of Amendment are adopted by the subscribers to the original Articles of Incorporation prior to the recording of the Declaration of Condominium for Barrington Woods in the Public Records of Sarasota County, Florida. These subscribers, by virtue of Article IV of the Articles of Incorporation, constitute all of the members of Barrington Woods Condominium Association, Inc.

3. On June 17, 1981, the members of the corporation adopted an amendment to the Articles of Incorporation which deletes Article III in its entirety, and replaces it by a new Article III, which reads as follows:

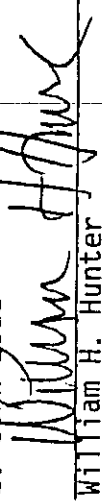
ARTICLE III.

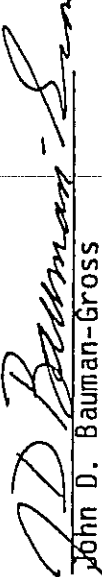
POWERS

The Association shall have all of the statutory powers of a corporation not for profit, and all of the powers and duties set forth in the Condominium Act, the Declaration of Condominium of Barrington Woods, and the bylaws of this Association. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leaseholds, memberships and other possessory or use interests for terms up to and including 99 years, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members.

IN WITNESS, these Articles of Amendment have been executed by all of the members of Barrington Woods Condominium Association, Inc. on this 17th day of June, 1981.


L. John Loud


William H. Hunter


John D. Bauman-Gross

REC-1321
1449
F6

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DEF 1449 Pg 1322

STATE OF FLORIDA
COUNTY OF SARASOTA

I hereby certify that on this 17th day of June, 1981, before me, an officer duly authorized and acting, personally appeared L. JOHN LOUD and WILLIAM H. HUNTER, to me well known and known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged then and there before me that they executed said instrument.

Witness my hand and official seal at 2700 So. Tamiami Trail, Suite 15,
_____, Sarasota, in the county and state aforesaid this the
____ day and year last above written.

Alice M. Janner
Notary Public

My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires June 18, 1984
Florida Department of Insurance

STATE OF FLORIDA
COUNTY OF PINELLAS

I hereby certify that on this 17th day of June, 1981, before me, an officer duly authorized and acting, personally appeared JOHN D. BAUMAN-GROSS, to me well known and known to me to be the person described in and who executed the foregoing instrument, and they acknowledged then and there before me that he executed said instrument.

Witness my hand and official seal at 1452 U. S. Highway 19 South,
Suite 520 , Clearwater, in the county and state aforesaid this the
____ day and year last above written.

John D. Bauman-Gross
Notary Public

My Commission Expires: Notary Public, State Of Florida At Large
My Commission Expires June 18, 1984
Florida Department of Insurance

BYLAWS

of

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

A non-profit corporation
existing under the laws
of the State of Florida

I. - PRINCIPAL OFFICE

The principal office of the Association shall be located at 2700 South Tamiami Trail, Sarasota, Florida. The address of the principal office may be changed at the discretion of the Board of Directors.

II. - MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to any of the condominium units in Barrington Woods, a condominium existing pursuant to Chapter 718, Florida Statutes, which interest is evidenced by a duly recorded proper instrument in the Public Records of Sarasota County, Florida, shall automatically be members of this Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates by virtue of a proper instrument duly recorded in the Public Records of Sarasota County, Florida. This membership may be evidenced by the issuance of a membership certificate which shall be deemed automatically canceled when the membership it evidences is terminated as provided herein above.

2. VOTING RIGHTS. Each condominium unit shall have the voting rights provided in the Declaration of Condominium and any such vote may be cast in person or by mail or by proxy executed in writing and filed with the secretary. In the event of a joint ownership of a condominium unit by more than one person, the vote to which the 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 owners.

3. ANNUAL MEETING. An annual meeting of the members shall be held at the principal office of the Association or at such other place in Sarasota County as may be designated by the president, at 8:00 P.M. on the first Tuesday in the month of February for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the board of directors, or by a written request of a majority of the voting rights of the members, for any purpose and at any time within Sarasota County.

5. NOTICE. Written notice of any annual or special meetings shall be mailed to each unit owner and posted in a conspicuous place on the condominium property at least 14 days prior to the meeting. Notice of any special meeting shall state the purpose of the meeting. Unless a unit owner waives in writing the right to receive notices of meetings by mail, the notice shall be mailed to each unit owner at the address shown on the Association's records, and the post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of specific meetings, and may take action by written agreement without meetings.

6. QUORUM. A majority of the voting rights represented in person or by proxy shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A simple majority of all voting rights present in person or by proxy shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, Declaration of Condominium, Articles of Incorporation or these Bylaws.

REC-1449
1324

7. PROXIES. At any meeting of members, a member entitled to vote may do so by proxy executed in writing by the member or by his duly authorized attorney-in-fact. The proxy shall contain the name and address of the unit owner or owners, as the case may be, shall designate the unit number owned by the person or persons granting such proxy, shall contain a designation as to the meeting or meetings concerning which such proxy is to be used, shall contain a statement that the person or persons granting such proxy will not be available for the designated meeting or meetings, and shall contain the name and address of the person or persons authorized to cast such proxy vote. Only individuals who are members of the Association shall be authorized to hold proxies. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period larger than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it, by giving written notice of the revocation to the secretary of the Association.

III. - BOARD OF DIRECTORS

1. POWERS. The board of directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties and responsibilities as provided in the Declaration of Condominium, Articles of Incorporation and the Condominium Act.
2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. Each director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members.

3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

4. SPECIAL MEETINGS. Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place. A notice stating the purpose of the special meeting shall be mailed by regular or air mail or delivered to each director at his address shown in the Association records at least five days before such meeting, unless such notice is waived by any director or directors.

5. NOTICE. Notices of all meetings of the directors, except emergency meetings, shall be posted conspicuously on the condominium property at least 48 hours in advance of the meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. All meetings of the board shall be open to all members. The board shall also mail to all unit owners at the address last shown in the Association's records a meeting notice and copies of the proposed annual budget of income and common expenses, not less than 30 days prior to the meeting at which the budget will be considered. The notice shall state the time and place of the meeting of the board of directors which will consider the annual budget.

6. QUORUM. A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required in the Articles of Incorporation, these Bylaws or the Declaration of Condominium.

2. ELECTION AND TERM. Each officer shall be elected annually by the board of directors at the first meeting of directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, unless sooner removed by the board of directors.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of the members and of directors. He shall sign all documents and instruments on behalf of the Association.

4. VICE PRESIDENT. In the absence of the president, the vice president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice president shall, moreover, perform any duties designated by the board of directors.

5. SECRETARY. The secretary shall countersign all documents and instruments on behalf of the Association, record the minutes of meetings of members and directors, and give notices required by these Bylaws and by Section 718.112, Florida Statutes. The minutes shall be kept in a book available for inspection by unit owners, or their authorized representatives, and board members at any reasonable time. These minutes shall be retained by the secretary for the Association for a period of not less than seven years. He shall have custody and maintain the records of the Association, other than those maintained by the treasurer, in accordance with Section 718.112, Florida Statutes.

6. TREASURER. The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected as hereinafter provided, shall disburse the same, and shall maintain accounting records of the Association and the condominium according to good accounting practices, which shall be available for inspection by any member or his authorized representative during the business hours on any week day. These accounting records shall be kept and maintained in Sarasota County, Florida. The accounting records shall include, but are not limited to:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses; and
- (j) General reserves, maintenance reserves, and depreciation reserves.

At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a financial institution or an accounting firm, or a manager or management firm located in Sarasota County. No bond will be required of any financial institution or certified public accountants, but shall be required of other firms or persons.

7. FIDELITY BONDS. All officers shall be bonded by a surety company selected by the board in an amount determined by the board to be sufficient to insure the proper handling of all cash funds and other corporate assets. The cost of the bond shall be paid by the Association.

8. LIABILITY AND INDEMNIFICATION. Officers shall not be liable to the members or the Association for any mistake of judgment and shall only be liable for their own individual willful misconduct or bad faith. The members and the Association shall indemnify and hold harmless each officer against all contractual liability to others arising out of contracts made on behalf of the Association unless such contract shall have been made in bad faith. Officers shall have no personal liability with respect to any contract made by them on behalf of the Association.

9. REMOVAL. Any officer may be removed by two-thirds' vote of the board of directors called for that purpose and the vacancy thereby created shall be filled by an election by the remaining directors at the same meeting.

V. - MANAGER AND EMPLOYEES

The board of directors may employ the services of a manager or management firm and other employees and agents as they shall determine appropriate to actively manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide for by resolution.

VI. - CONTRACTS AND FINANCES

1. **CONTRACTS.** The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Association. This authority may be general or confined to specific instances.

2. **LOANS.** No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. The board may authorize the pledge and assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of loans.

3. **CHECKS, DRAFTS, ETC.** All checks, drafts and other orders for payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined by resolution of the board of directors.

4. **DEPOSITS.** All funds of the Association not otherwise employed shall be deposited to the credit of the Association in savings and loan associations, banks, trust companies, or other depositories selected by the board of directors.

5. **FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January of each year.

6. **BUDGET AND PROCEDURE.** Notice of any meeting at which the annual budget shall be considered shall be given as provided in Article III, Section 5. If a budget adopted by the board of directors requires assessment against unit owners in any fiscal (calendar) year exceeding

115 percent of the assessments for the preceding year, the board, upon written application of 10 percent of the unit owners to the board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all voting rights represented in person or by proxy. The board of directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by a majority vote of all voting rights represented at the meeting or by a majority of all voting rights in writing, the budget shall be adopted. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of condominium property, anticipated expenses by the Association which are not authorized to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the Developer is in control of the board of directors, the board shall not impose an assessment for any year greater than 115 percent of the prior fiscal year's assessment without approval of a majority of all voting rights.

VII. - VACANCIES

A vacancy in any office or in the board of directors shall be filled by the board of directors although less than a quorum remains by reason of such vacancy.

VIII. - AMENDMENTS

These Bylaws may be altered, amended or rescinded by a simple majority vote of all voting rights of all members of the corporation. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration of Condominium and duly recorded in the Public Records of Sarasota County in the manner provided in the Declaration. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words

to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw . . . for the present text." Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

IX. - REGULATIONS

The board of directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use, maintenance and appearance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the use and enjoyment of all units and to prevent unreasonable interference with the use and enjoyment of the units, and the common elements or both. However, rules and regulations may not be contrary to the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each unit owner and subsequent purchasers of units and shall be posted and remain available in the offices of the Association. The Association may not, by regulations or otherwise, impose or charge any fee in connection with a transfer, sale, or approval of a unit in excess of the expenditures reasonably required for the transfer or sale; and this expense shall in no event exceed \$50 or such greater amount as may be permitted by any subsequent amendments to the Condominium Act. No charge shall be made in connection with an extension or renewal of a lease.

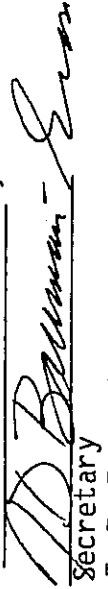
X. - SEAL

The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and the state of incorporation, and the words "corporation not for profit".

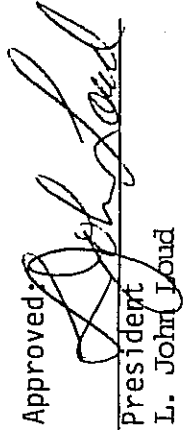
XI. - COLLECTION OF ASSESSMENTS

Assessments for the payment of common expenses shall be made and collected in the manner provided in the Declaration of Condominium.

These Bylaws of Barrington Woods Condominium Association, Inc., a non-profit corporation existing under the laws of the State of Florida, were adopted at the first meeting of the Board of Directors on June 17, 1981.


Secretary

J. D. Bauman-Gross

Approved: 
President

L. John Loud

OFF REC 1449 PG 1333

110118

FILED AND RECORDED
R. H. HACKNEY JR. CLERK
SARASOTA COUNTY

JUN 23 2 27 PM '81

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

Please apply to:
~~SELIGOR MANAGEMENT~~
~~310 Point Avenue~~
~~Sarasota, FL 34237~~
~~(941) 556-3300~~
~~7:00 AM - 5:00 PM~~

RULES AND REGULATIONS

The rules and regulations hereinafter enumerated as to the condominium property, the common elements, the limited common elements, and the condominium units shall be deemed to be in effect until properly amended by unit owner vote. The unit owners shall, at all times, obey said rules and regulations and see that they are faithfully observed by their families, friends, guests, lessees, and persons over whom they exercise control. Where the words "unit owner" are used throughout these Rules and Regulations, it shall include guests, servants, and tenants of unit owners.

OCCUPANCY.

1. The use of a unit other than for a single-family residential dwelling is prohibited. The Board of Directors has adopted this definition of single-family. "One or more persons related by blood, marriage or adoption, or no more than two unrelated persons living and cooking together as a single housekeeping unit."
2. If a unit owner or lessee desires to add a person or persons as additional lessee, then the unit owner or lessee shall, not less than thirty (30) days *prior* to the additional person or persons taking possession of the unit, complete a written application for approval by the Board together with any fee required by regulation of the Board. The prospective lessee(s) shall make himself, herself or themselves available for a personal interview by the Board or Board's authorized agent prior to any determination by the Board regarding approval or disapproval of the proposed lessee.
3. No unit owner may lease less than the entire unit, or lease a unit for less than three months. A unit may not be leased more than twice in any calendar year. During the time a unit is leased, the unit owner may not use the common areas or facilities except as a guest of another unit owner or tenant.
4. Before any unit is leased or sold, written approval must be obtained from the Board of Directors. Be sure to contact the members of the Board or the management company if you are planning to sell or lease. See Section 13 of the Declaration of Condominium.
5. Visitors may not occupy a unit either alone or with a unit owner-tenant for more than three weeks in any six-month period.

MODIFICATIONS/NUISANCES:

6. No changes to any exterior wall, door, window, patio, or any exterior surface may be made to any building without the prior approval of the Board of Directors. This includes shutters, sun screens, window tinting, draperies, or curtains without solid light-colored liners, antennas, garbage receptacles, exterior lights, signs or symbols of any kind on windows, roofs, or buildings, or any attachment which would change the outward appearance of the buildings.
7. No clothes line or similar device shall be permitted on any portion of the condominium common elements. Laundry, garments, or unsightly objects visible outside the units are not permitted. Unsightly or hazardous articles are not permitted in the common areas, including bicycles, boxes, lawn chairs, garbage, etc. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit or limited common element except as are required for normal household use.
8. No unit owner or tenant may allow rubbish, garbage, refuse, or trash to accumulate in places other than garbage receptacles which are furnished by the City of Sarasota. These are to be kept toward the rear of the unit as inconspicuously as possible. The receptacle should be wheeled to the curb by 8 a.m. on Mondays and Thursdays and returned to the rear of the unit by nightfall.

**BARRINGTON WOODS
RULES & REGULATIONS**

PAGE 2

9. Any landscaping changes other than plantings in entrance ways must be approved by the Board of Directors. Tenants must have written approval of the unit owner. Outdoor decorations of any kind (fencing, statues, light, fountains, etc.) are prohibited.
10. Structural additions or alterations may not be made except for the erection or removal of non-support carrying interior partitions wholly within the unit. Any such changes must be performed by a licensed contractor with the prior approval by the Board of Directors.
11. A unit may not be divided or subdivided for the purpose of sale or lease except to the owner of the adjacent unit. A unit may be combined with an adjacent unit and occupied as one unit.
12. Loud or objectionable noises or obnoxious odors which, in the sole opinion of the Board of Directors, may cause a nuisance are not permitted.
13. No unit may be used to violate any laws, ordinances, or regulations of any government body. No unit owner or tenant may permit any nuisance, immoral, or illegal act in his unit or in or on the common area.
14. Any fire or health hazard is not permitted by any unit owner or tenant. No resident may keep in his unit or in the common areas anything which will increase insurance rates on any unit or on the common property.
15. No unit owner or tenant may obstruct the common way of entry to other units or to the common areas.

PETS:

16. Only small pets are permitted; specifically, one dog or one cat under 30 pounds, small birds or fish. Dogs and cats must be kept on leashes when not confined inside the unit. Pooper scoopers must be used by all unit owners or tenants having a dog or cat. If at any time an animal becomes a nuisance to other unit owners, in the sole opinion of the Board of Directors, the animal must be removed from the property within fourteen (14 days) of receiving notice from the association. Pets are NOT PERMITTED in the pool area.

VEHICLES:

17. Each unit is provided with one covered parking space ONLY. All uncovered spaces are unassigned and may be used by any resident or guest. Vehicles may NOT be parked on sodded areas or along the road (parallel parking). No unit owner or occupant may park more than two cars anywhere on condominium property overnight.
18. Parking by guests for more than three nights is permitted only with the approval of the Board of Directors. This is NOT an annex to the airport parking lot, although it has been used as such in the past by inconsiderate residents.
19. The speed limit in Barrington Woods is 15 MILES PER HOUR.
20. Boats, camper-trailers, mobile homes, trucks over V2 ton, any commercial vehicles, moped, or motorcycles are NOT permitted to be parked in Barrington Woods. Commercial vehicles are defined as any vehicle with commercial markings or vehicles which from other appearances are evidently used for commercial purposes. Vans are permitted as long as they do not violate any specific portion of this rule and provided it is small enough to fit into one parking area.

SWIMMING POOL:

**BARRINGTON WOODS
RULES & REGULATIONS
PAGE 3**

22. The swimming pool regulations as required by the Health Department, are posted at the pool and MUST be adhered to at all times. Breakable objects are not permitted in the pool area. Resident are financially responsible for damages to the furniture or property of the Association. Beyond normal "wear and tear". **NO PETS, BICYCLES, SKATEBOARD IN THE POOL AREA.** Hours of use are posted and will be enforced from November through April, 10a.m. to 8 p.m. and May through October, 8:30 am. To 10:30 p.m.

IRRIGATION SYSTEM:

23. Please report any malfunctioning sprinklers to the Board of Directors or committee chairperson. Any damage done to the sprinkling system by residents while doing personal landscaping will be repaired at the expense of the resident. **NO PARKING ON GRASS,**

THERE IS A FINE OF \$100.00 PER DAY FOR EACH AND EVERY VIOLATION.

BARRINGTON WOODS DATES TO REMEMBER

Trash Collection - Monday (at curb after 5PM on Sunday Return to unit space Monday . Recycles in blue and green containers. One is for paper and one is for plastic, cans and glass bottles.

Any large items will be picked up on Monday am the picked up by the garbage collectors. These items need to taken to the recycle depot on 17th.

Grounds Maintenance Monday, If you have any specific request for the lawn service company, please give a note to the grounds chairperson or a member of the Board of Directors. Any planting needs to be approved by the Board of Directors and must be twelve inches from the building.

Building Repairs-if anything needs to be done on the exterior of your unit, please give a letter to the building chairperson.

Fees: Monthly maintenance fees are due on the first of the month and received no later than the 10th of the month at B B & T. A later fee of \$25.00 will be applied if payments is received after the due date.

Water bills are due on or before the 17th of the month to N.E.S. a late fee with be applied to your account of \$25.00 if not received on time.

Pest Control-Exterior will be treated every quarter on the outside only. If you have any problems

Apr. 24, 1991

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
BARRINGTON WOODS, A CONDOMINIUM

(Additions indicated by underlining, deletions by ---)

OFFICIAL RECORDS **
BOOK 2291 PAGE 2341

8. COMMON EXPENSES. The common expenses shall include:

(c) costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units, including all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements (as set forth in Article 5 hereof) and up to the exterior surface of the unit wall which are not owned by utility companies;

(g) costs of painting, maintaining and repairing exterior surface of all improvements, including wood walls and trim within the lanai (where applicable) and the ceiling of the front entry way, but excluding the lanai ceiling;

(The remainder of this Article 8 is unchanged.)

9. MAINTENANCE, REPAIR AND REPLACEMENT.

A. BY THE ASSOCIATION. The Association shall maintain, repair and replace as part of the common expense all of the common elements as defined in Article 5 hereof except those portions of the common elements which are to be maintained, repaired and replaced by the unit owners as provided hereinafter.

(The remainder of this Section 9.A is unchanged.)

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 (except as otherwise provided herein), including but not limited to:

(d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, ~~wires, pipes and conduits~~ serving only the respective unit; all electric lines between the unit and its individual service panel or meter, and all water and waste lines within the perimeter of the units between the unit and the main distribution lines;

(k) all screen doors, windows and lanai screenings.

(The remainder of this Article 9.B is unchanged.)

12. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

(r) allow any animals to be kept in the unit other than cats, dogs which at all times must weigh under 30 ~~40~~ pounds, or small birds or fish. A dog in residence at the time of the adoption of this amendment which weighs in excess of 30 pounds (but which weighs under 40 pounds) may remain; however, upon the death or removal of such dog, any replacement dog must at all times weigh under 30 pounds. Dogs and cats must be kept on leashes when not confined inside a unit. The unit owner will be responsible for cleaning up excrement deposited by any pet as soon as practicable. Failure to clean up such excrement shall be prima facie evidence that the pet is causing a nuisance hereunder. No animals may be kept, bred or maintained for commercial purposes. The keeping of all animals is subject to the rules and regulations of the board of directors of the Association, as they may from time to time be adopted. If any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, the animal shall be removed from the unit immediately.

(The remainder of this Article 12 is unchanged)

13. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. In recognition of the close proximity of the units and the compact living conditions which will exist in this condominium, 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 the sale, transfer, lease or occupation of a unit shall be valid and effective. If a unit is owned by a corporation, a transfer of controlling interest in its shares or occupancy by a family other than the one originally dwelling in the unit shall be deemed a sale or a lease. Not less than thirty (30) days prior to the closing of any prospective sale, effectuation of any prospective transfer, execution of any prospective lease, or prospective occupancy of a unit by a person or persons in the absence of the owner, a unit owner or his agent shall make written application for this approval to the board, in duplicate, which application shall contain all information required by application forms promulgated by the board and shall be accompanied by any fee required by regulation of the board. The prospective purchaser, transferee, lessee or occupier shall make himself, herself, or themselves available for a personal interview by the board, or by the board's authorized agent, prior to any determination by the board regarding approval or disapproval of the proposed sale, transfer, lease or occupancy.

(The remainder of this Article 13 is unchanged.)

RECORDED IN OFFICIAL
RECORDS FILED
APR 24 11 18 AM '91
Kathleen R. Stearns
CLERK OF DISTRICT COURT
SANTA ROSA COUNTY, FLA.

3.24.91

91039651

OFFICIAL RECORDS **
BOOK 2291 PAGE 2340

CERTIFICATE OF AMENDMENT

FOR DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION,
AND BYLAWS FOR BARRINGTON WOODS, A CONDOMINIUM AND BARRINGTON
WOODS CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY, that the attached amendments to the Declaration
of Condominium of BARRINGTON WOODS, a Condominium, and the Articles
of Incorporation and By-Laws of BARRINGTON WOODS CONDOMINIUM
ASSOCIATION, INC., which Declaration, Articles and By-Laws were
recorded in Official Records Book 1449, Page 1288, 1289, 1290,
1296, 1297, Public Records of Sarasota County, Florida, were
duly adopted by the Board of Directors of the Association and
the Association membership at the Annual Members Meeting held
on February 12, 1991 at 7:30 P.M. in Sarasota County, Florida.

Dated this 25th day of March, 1991.

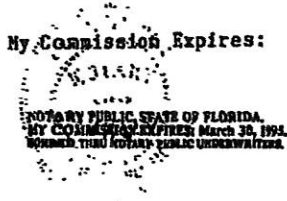
Randy Wanner
Randy T. Wanner, Agent

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25th
day of March, 1991 by Randy Wanner, Agent for
Barrington Woods Condominium Association, Inc., a Florida
corporation, on behalf of the corporation.

L. C. Wanner

My Commission Expires:



5700 MIDNIGHT PASS RD.
SARASOTA, FL 34242

APR. 13, 1993

93040694

OFFICIAL RECORDS
BOOK 2496 PAGE 1577

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
BARRINGTON WOODS, A CONDOMINIUM
AND ARTICLES OF INCORPORATION
AND BYLAWS OF BARRINGTON WOODS
CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the following amendments to the Declaration of Condominium of Barrington Woods, a Condominium, and Articles of Incorporation and Bylaws of Barrington Woods Condominium Association, Inc., a Florida not-for-profit corporation organized to operate and maintain Barrington Woods, a Condominium, Official Records Book 1449, Page 1285, et seq., of the Public Records of Sarasota County, Florida, as amended, was duly adopted by the Association membership at the annual meeting of the Association held on February 2, 1993.

(Additions indicated by _____, Deletions indicated by ----)

DECLARATION OF CONDOMINIUM

1. Paragraph 1 of the Declaration of Condominium is hereby amended as follows:

1. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes (1979), as amended through ~~(but not subsequent to) the date this Declaration is filed in the Public Records of Sarasota County, Florida, from time to time.~~ (the "Condominium Act") is incorporated by reference, and all provisions of the Condominium Act shall apply to this condominium except where inconsistent with this Declaration.

2. Paragraph 7 of the Declaration of Condominium is hereby amended as follows:

7. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than 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 interests may appear, or may be exercised by one of such joint owners by written agreement of the remainder of the joint owners.~~

3. Paragraph 12 (c), (g), (j) and (r) of the Declaration of Condominium are hereby amended as follows:

12. RESTRICTIONS UPON USE. No owner, tenant or other occupant of a condominium unit shall:

Handwritten notes:
Book 2496 Page 1577
APR 13 1993

(c) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to a unit. Any such additions or alterations shall be performed by a licensed contractor in accordance with applicable building codes, laws and ordinances, and in accordance with plans and specifications and a schedule of commencement and completion previously approved in writing by the board of directors (which may be granted or denied in the board's sole discretion). No owner, tenant or other occupant shall fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods and similar household items to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure;

(g) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, satellite dish, 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 board of directors of the Association (which may be granted or denied for any reason, including aesthetic considerations, in the board's sole discretion);

(j) divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit with the approval of the board of directors; however, a unit may be combined with an adjacent unit and occupied as one unit with the approval of the board of directors;

(r) allow any animals to be kept in the unit other than one cat, or dogs which at all times must weigh under 30 pounds, or small birds or fish. A dog in residence at the time of the adoption of this amendment which weighs in excess of 30 pounds (but which weighs under 40 pounds) may remain; however, upon the death or removal of such dog, any replacement dog must at all times weigh under 30 pounds. Dogs and cats must be kept on leashes when not confined inside a unit. The unit owner will be responsible for cleaning up excrement deposited by any pet as soon as practicable. Failure to clean up such excrement shall be prima facia evidence that the pet is causing a nuisance hereunder. No animals may be kept, bred or maintained for commercial purposes. The keeping of all animals is subject to the rules and regulations of the board of directors of the Association, as they may from time to time be adopted. If any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, the animal shall be removed from the unit immediately.

4. Paragraph 14 of the Declaration of Condominium is hereby amended as follows:

14. ASSESSMENTS AND LIENS. The board of directors of the Association shall adopt 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-twelfth (1/12) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month 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 that may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of the greater of Twenty-five Dollars (\$25.00) or 5% of each installment and shall bear interest from the due date until paid at the highest rate allowed by law of 10% per annum. 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, costs and reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. 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.

(Remainder of Paragraph is Unchanged)

5. Paragraph 15 of the Declaration of Condominium is hereby amended as follows:

15. ~~RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES.~~ The written consent of all savings and loan associations, banks, and insurance companies or their subsidiaries or affiliates holding first mortgages upon any of the condominium units (herein sometimes referred to as "institutional first mortgagees") shall be first obtained prior to any amendments to this Declaration, the Articles of Incorporation, or the Bylaws (except for amendments to this Declaration and exhibits thereto made to comply with Section 718.104 (4)(c) of the Condominium Act or comparable provisions of any subsequently enacted condominium legislation), prior to the termination of the condominium, prior to the partition or subdivision of any

~~unit, or prior to the abandonment, partition, subdivision, encumbrance, sale or transfer of the common elements. The institutional first mortgagees shall have the right to examine the books and records of the Association upon reasonable notice during normal business hours. Upon written request, the Association shall furnish to an institutional first mortgagee written notification of any default by the mortgagor of a unit in the performance of his obligations under this Declaration or the Bylaws that is not cured within 30 days. Any institutional first mortgagees who obtain title to a unit through mortgage foreclosure shall not be liable for the share of common expenses assessed to the unit prior to the acquisition of title, unless the share is secured by a claim of lien for assessments recorded prior to the recording of the mortgage. However, the institutional first mortgagee shall pay all common expenses assessed to the unit that accrue and become due during the period it owns the unit.~~

6. Paragraph 16 of the Declaration of Condominium is hereby amended as follows:

~~16. RIGHTS OF DEVELOPER. Developer hereby reserves the right to elect directors of the Association in accordance with the provisions of Article XII of the Articles of Incorporation attached as Exhibit "B". Developer may terminate such rights by relinquishing control of the Association to the unit owners at any time prior to the time provided in the Articles of Incorporation.~~

~~It is recognized that at the date hereof, construction of all of the improvements and the units contemplated by the condominium plat described in Exhibit "A" may not be completed. Developer expressly reserves every right, necessary or desirable, relative to the common elements and the condominium property generally, for the purpose of constructing and completing said improvements and units and effecting the sale or lease of all of the condominium units. Until all units are sold, Developer shall have the right to maintain one or more units for a sales office or for a model to display to prospective purchasers or for both purposes, and may exhibit signs and sales paraphernalia within the sales office or model units or in the common elements to effect sales.~~

7. Paragraph 17 of the Declaration of Condominium is hereby amended as follows:

~~17. 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 with and fulfillment of the provisions of the Condominium Act, this Declaration, Articles of Incorporation, Bylaws and regulations~~

and rules promulgated by the Association or its board of directors, shall entitle the Association or its board of directors 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 attorneys' fees. If an occupant of a unit refuses to comply with regulations and rules, the occupant may be denied use of the recreation facilities of the condominium by the board until the default is corrected. During any period of default by a unit owner in the payment of any assessments against the unit, the Association may discontinue the supply of any utility services to such unit that are paid by the Association as part of the common expenses. Upon the correction of such default, the utility services shall be immediately restored and the expense of such discontinuance and restoration shall be assessed to the defaulting unit owner.

In addition to the means of Enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner, or its guest, relatives or lessees in the event of a violation of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and rules and regulations of the Association regarding the use of units, or Association property, provided each such violator shall be given written notice of the alleged violation and the opportunity for hearing before the board of directors upon request made within fifteen (15) days of the notice. The amount of such fine shall not exceed one hundred (\$100.00) dollars per occurrence, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense up to a maximum of \$1,000.00.

ARTICLES OF INCORPORATION

8. Article V of the Articles of Incorporation is hereby amended as follows:

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 a 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 the joint owners by written agreement of the remainder of the joint owners.

9. Article VIII of the Articles of Incorporation is hereby amended as follows:

The registered office of the corporation shall be at 3700 2940 South Tamiami Trail, Suite 15, Sarasota, Florida, and the registered agent at that address shall be ~~Er~~ John Loud Gary M. Glassman.

10. Article XI of the Articles of Incorporation is hereby amended as follows:

All officers and directors shall be indemnified by the Association to the fullest extent permitted by law against all expenses and liabilities including court costs and attorneys' fees reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding or settlement thereof in which they may become involved as a party or otherwise by reason of holding such office. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

11. Article XII of the Articles of Incorporation is hereby amended as follows:

~~U.S. Home Corporation, a Delaware corporation, which is the developer of Barrington Woods condominium, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners) until the following shall occur:~~

~~A. When 15 percent or more of the units that will be operated ultimately by the Association are conveyed to owners other than Developer, these unit owners shall be entitled to elect one third (1/3) of the members of the board of directors.~~

~~B. Unit owners other than the Developer shall be entitled to elect a majority of the members of the board of directors.~~

~~(1) Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to owners other than Developer;~~

~~(2) Three months after 90 percent of the units that will be operated ultimately by the Association have been conveyed to owners other than Developer;~~

~~(3) When all units that will be operated ultimately by the Association have been completed, some of them have been conveyed to owners other than Developer, and none of the others are being offered for sale by Developer in the ordinary course of business; or~~

~~(4) When some of the units have been conveyed to owners other than Developer and none of the others are being constructed or offered for sale by Developer in the ordinary course of business, whichever first occurs.~~

~~C. Developer shall be entitled to elect at least one (1) member of the board of directors as long as Developer holds at least 5 percent of the units in Barrington Woods for sale in the ordinary course of business.~~

~~During the period Developer is in control of the Association, the directors shall exercise all rights that would otherwise be exercisable by the members.~~

BYLAWS

12. Article II, Sections 2, 3, and 5 of the Bylaws are hereby amended as follows:

2. VOTING RIGHTS. Each condominium unit shall have the voting rights provided in the Declaration of Condominium and any such vote may be cast in person or by mail or by proxy executed in writing and filed with the secretary. In the event of a joint ownership of a condominium unit by more than one person, the vote to which the 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 owners.

3. ANNUAL MEETING. An annual meeting of the members shall be held at the principal office of the Association or at such other place in Sarasota County as may be designated by the president, at 8:00 P.M. on the first Tuesday a date and time in the month of February for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

5. NOTICE. Written notice of any annual or special meetings together with an agenda shall be mailed to each unit owner and posted in a conspicuous place on the condominium property at least 14 days prior to the meeting. Notice of any special meeting shall state the purpose of the meeting. Unless a unit owner waives in writing the right to receive notices of meetings by mail, the notice shall be mailed to each unit owner at the address shown on the Association's records, and the post office certificate of mailing shall be retained as proof of such mailing. Unit owners may waive notice of specific meetings, and may take action by written agreement without meetings.

13. Article III, Section 5 of the Bylaws is hereby amended as follows:

5. NOTICE. Notices of all meetings of the directors, except emergency meetings, shall be posted with an agenda conspicuously on the condominium property at least 48 hours in advance of the meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. All meetings of the board shall be open to all members. The board shall also mail to all unit owners at the address last shown in the Association's records a meeting notice and copies of the proposed annual budget of income and common expenses, not less than 30 days prior to the meeting at which the budget will be considered. The notice shall state the time and place of the meeting of the board of directors which will consider the annual budget.

IN WITNESS WHEREOF, we have affixed our hands this 26th day of February, 1993, at Sarasota, Sarasota County, Florida.

Signed, Sealed and Delivered
in the presence of:

BARRINGTON WOODS CONDOMINIUM
ASSOCIATION, INC.

George A. Kroil
Print Name: George A. Kroil

BY: Samuel D. Cassity
Print Name: Samuel D. Cassity
President

Nairn' Gillet
Print Name: Nairn' Gillet

George A. Kroil
Print Name: George A. Kroil

Attest: Carol J. Landey
Print Name: Carol J. Landey
Secretary

Nairn' Gillet
Print Name: Nairn' Gillet

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

acknowledgments, Samuel D. Cassity, President of
Barrington Woods Condominium Association, Inc., who is personally
known to me or who has produced his/her
Driver's license as identification and who did
take an oath.

Louise D. Kroll
NOTARY PUBLIC
Print Name: Louise D. Kroll
My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES Dec. 25, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

I HEREBY CERTIFY that on this day personally appeared before
me, an officer duly authorized to administer oaths and take
acknowledgments, Carol J. Landey, Secretary of
Barrington Woods Condominium Association, Inc., who is personally
known to me or who has produced his/her
Driver's license as identification and who did take
an oath.

Louise D. Kroll
NOTARY PUBLIC
Print Name: Louise D. Kroll
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES Dec. 25, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared By:

Return To:
GARY M. GLASSMAN, ESQUIRE
2940 South Tamiami Trail
Sarasota, Florida 34239

-9-
RECORDED IN OFFICIAL
RECORDS
RECORDED & INDEXED
93 APR 13 AM 11:39
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL
HARRIS & HARRIS
ATTORNEYS AT LAW

Aug. 15, 1995

Record 19.50

95087751

OFFICIAL RECORDS
BOOK 2765
PAGE 1885

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
BARRINGTON WOODS, A CONDOMINIUM
AND BYLAWS OF BARRINGTON WOODS
CONDOMINIUM ASSOCIATION, INC.**

We hereby certify that the following amendments to the Declaration of Condominium of Barrington Woods, a Condominium, and Articles of Incorporation and Bylaws of Barrington Woods Condominium Association, Inc., a Florida not-for-profit corporation organized to operate and maintain Barrington Woods, a Condominium, Official Records Book 1449, Page 1285, et seq., of the Public Records of Sarasota County, Florida, as amended, was duly adopted by the Association membership at the annual meeting of the Association held on February 16, 1994 and February 13, 1995.

(Additions indicated by ____, Deletions indicated by ----)

DECLARATION OF CONDOMINIUM

1. Paragraph 12(s) of the Declaration of Condominium would be amended as follows:

(s) park overnight commercial vehicles or vehicles lettered for commercial purposes, personal trucks larger than one-half ton, boats, campers, trailers, ~~motorcycles~~ mobile homes and similar vehicles in any parking area, except service vehicles during the time they are actually serving the unit or common elements. No vehicles may be parked on sodded areas or any other areas not specifically designated for parking;

BYLAWS

2. Article III, Section 2 of the Bylaws would be amended as follows:

2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three directors. Each shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. Each director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members. There is no limit for the terms, consecutive or otherwise, that a member may serve as director of the Association.

1. Section 12(x) of the Declaration of Condominium shall be amended as follows:

(x) allow any animals to be kept in the unit other than cats, dogs which at all times must weigh under 30 pounds, or small birds or fish. A dog in residence at the time of the adoption of this amendment which weighs in excess of 30 pounds (but which weighs under 40 pounds) may remain; however, upon the death or removal of such dog, any replacement dog must at all times weigh under 30 pounds. Dogs and cats must be kept on leashes when not confined inside a unit. The unit owner will be responsible for cleaning up excrement deposited by any pet as soon as practicable. Failure to clean up such excrement shall be prima facie evidence that the pet is causing a nuisance hereunder. No animals may be kept, bred or maintained for commercial purposes. The keeping of all animals is subject to the rules and regulations of the board of directors of the Association, as they may from time to time be adopted. If any animal becomes a nuisance to the other unit owners in the sole opinion of the board of directors, the animal shall be removed from the unit immediately. In the event of a violation of this provision, the Association may assess a fine against the offending unit owner in accordance with Section 718.303, Florida Statutes, or may seek other remedies available to it.

[Explanation of Amendment: The purpose of this Amendment to the Condominium documents is to allow the Association to collect a late fee for delinquent assessments.]

2. Section 14 of the Declaration of Condominium shall be amended as follows:

14. ASSESSMENT AND LIENS. The board of directors of the Association shall adopt 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-twelfth (1/12) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month 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 that may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due by the 10th day of the month shall be subject to a late penalty of 5% as provided by the Condominium Act, Chapter 718, as amended from time to time and shall bear interest from the due date until paid at the 10% rate of 10% per annum allowed by law. 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, costs and reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. 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.

Notwithstanding the foregoing, Developer shall not be obligated to pay the share of the annual assessments and any special assessments relating to any unit or units owned by and offered for sale by Developer until the first day of the fourth calendar month in which the closing of the purchase and sale of the first condominium unit occurs. However, Developer shall pay the portion of common expenses (other than reserve accounts for capital expenditures and deferred maintenance) which exceeds the amount assessed against other unit owners. Additionally, Developer may be further excused from the payment of annual assessments and any special assessments if the level of assessments has been guaranteed to unit owners pursuant to Section 718.116(8) (b) of the Condominium Act.

IN WITNESS WHEREOF, we have affixed our hands this 7th day of July, 1995, at Sarasota, Sarasota County, Florida.

Signed, Sealed and Delivered in the presence of:

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

DEBORAH A. OBED
Print Name: Deborah A. Obed

BY: Arthur James Yagy
Arthur Yagy, President

Priscilla Eisen
Print Name: PRISCILLA EISEN

Victoria N. Short
Print Name: Victoria N. Short

Attest: Grace Millstone
Grace Millstone, Secretary

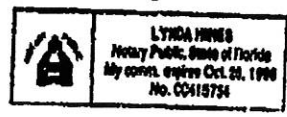
Vicki Meakoe
Print Name: Vicki Meakoe

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 acknowledgments, Arthur Yagy, President of Barrington Woods Condominium Association, Inc., who is personally known to me or who has produced his Florida Drivers License as identification and who did take an oath.

Lynda Hines
NOTARY PUBLIC
Print Name: Lynda Hines

My Commission Expires:

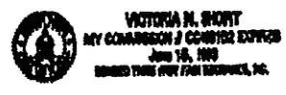


STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ Manatee

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Grace Millstone, Secretary of Barrington Woods Condominium Association, Inc., who is personally known to me or who has produced her Florida drivers license as identification and who did take an oath on July 11, 1988.

Victoria N. Short
NOTARY PUBLIC
Print Name: Victoria N. Short

My Commission Expires:



This Instrument Prepared By:

Return To:
GARY M. GLASSMAN, ESQUIRE
2100 South Tamiami Trail
Sarasota, Florida 34239

RECORDED IN OFFICIAL
RECORDS
95 AUG 15 AM 9:35
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL

J E ✓ John A. Yanchek P.A.

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF BARRINGTON
WOOD, A CONDOMINIUM

We hereby certify that the following amendments to the Declaration of Condominium of Barrington Woods, a Condominium, a Florida not-for-profit corporation organized to operate and maintain Barrington Wood, a Condominium, Official Records Book 1449, Page 1285, et seq., of the Public Records of Sarasota County, Florida, as amended, was duly adopted by the Association membership at the special set meeting of the Association held on June 14, 2004.

DECLARATIONS OF CONDOMINIUM

1. Paragraph 12 of the Declaration of Condominium would be amended to add the following subsection:

- (w) No one owner in Barrington Woods Condominium Association, Inc., may own more than one unit at one time.

In Witness Whereof, we have affixed our hands this 19th day of October, 2004, at Sarasota, Sarasota County, Florida

Signed, Sealed and Delivered in the presence of:

BARRINGTON WOOD CONDOMINIUM ASSOCIATION, INC.

Stephanie R. Arnett
PRINT NAME Stephanie R. Arnett

by: [Signature]
AS ITS: President

Deborah C. Monaco
PRINT NAME Deborah C. Monaco

Stephanie R. Arnett
PRINT NAME Stephanie R. Arnett

ATTEST: [Signature]
RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004204890 2 PGS
2004 OCT 25 05:31 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DMANNING Receipt#540044

Deborah C. Monaco
PRINT NAME Deborah C. Monaco



The foregoing instrument was acknowledged before me this 19th day of October, 2004, by Robert Tothero, as President of Barrington Woods Condominium Association, Inc., who is personally known to me and produced _____ as identification.



Stephanie R. Arnett
My Commission DD305372
Expires March 30, 2008

Stephanie R. Arnett
NOTARY PUBLIC
Stephanie R. Arnett
Print Name

INSTRUMENT # 2004204890
2 PGS

APR 12, 2005

J. Yanchek
2N Tamiami Tr
Sarasota FL



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005074729 2 PGS
2005 APR 12 10:19 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MMARSH Receipt#610302

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF BARRINGTON
WOOD, A CONDOMINIUM

We hereby certify that the following amendments to the Declaration of Condominium of Barrington Woods, a Condominium, a Florida not-for-profit corporation organized to operate and maintain Barrington Wood, a Condominium, Official Records Book 1449, Page 1285, et seq., of the Public Records of Sarasota County, Florida, as amended, was duly adopted by the Association membership at the special set meeting of the Association held on June 14, 2004.

DECLARATIONS OF CONDOMINIUM

1. Section 14 of the Declaration of Condominium is amended to provide as follows:

Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of 5% of \$25.00 which ever is greater and shall bear interest from the due date until paid at the rate of 10% per annum

In Witness Whereof, we have affixed our hands this 18th day of March, 2005, at Sarasota, Sarasota County, Florida

Signed, Sealed and Delivered
in the presence of:

BARRINGTON WOOD CONDOMINIUM
ASSOCIATION, INC.

[Signature], Pres
PRINT NAME

by: ROBERT TOTHERO
AS ITS: President

Robert R. Tothoro
PRINT NAME

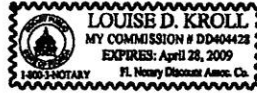
ATTEST: _____

[Signature]
PRINT NAME

Nadine E. Policastro
PRINT NAME

The foregoing instrument was acknowledged before me this 18th day
of March, 2005, by Robert J. Kelly, as
President of Barrington Woods Condominium Association,
Inc., who is personally known to me and produced James Kelly as
identification.

Louise D. Kroll
NOTARY PUBLIC
LOUISE D. KROLL
Print Name



SEP 13, 2006

E ✓ John A. Yanchek Esq.
2 N. Tamiami Trail Ste. 302
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2006163494 3 PGS
2006 SEP 13 10:19 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#827802

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF BARRINGTON
WOOD, A CONDOMINIUM

We hereby certify that the following amendments to the Declaration of Condominium of Barrington Woods, a Condominium, a Florida not-for-profit corporation organized to operate and maintain Barrington Wood, a Condominium, Official Records Book 1449, Page 1285, et seq., of the Public Records of Sarasota County, Florida, as amended, was duly adopted by the Association membership at the special set meeting of the Association held on June 14, 2004.

DECLARATIONS OF CONDOMINIUM

1. Section 14 of the Declaration of Condominium is amended to provide as follows:

Assessments and Liens: The board of directors of the Association shall adopt 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-twelfth (1/12) of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall be subject to a late penalty of 5% and shall bear interest from the due date until paid at the rate of 10% per annum. A special assessment shall only be levied against the unit owners in proportion to each units' share of the common expenses if necessary to cover unanticipated expenditures that may be incurred during the Fiscal Year by a majority vote of the unit owners of Barrington Woods. 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, costs and reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of lien. 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

Exhibit "A"



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.

Notwithstanding the foregoing, Developer shall not be obligated to pay the share of the annual assessments and any special assessments relating to any unit or units owned by and offered for sale by Developer until the first day of the fourth calendar month in which the closing of the purchase and sale of the first condominium unit occurs. However, Developer shall pay the portion of common expenses (other than reserve accounts for capital expenditures and deferred maintenance) which exceeds the amount assessed against other unit owners. Additionally, Developer may be further excused from the payment of annual assessments and any special assessments if the level of assessments has been guaranteed to the unit owners pursuant to Section 718.116(8)(b) of the Condominium Act.

In Witness Whereof, we have affixed our hands this 30th day of August, 2006, at Sarasota, Sarasota County, Florida

Signed, Sealed and Delivered
in the presence of:

BARRINGTON WOOD CONDOMINIUM
ASSOCIATION, INC.

Arthur Yagor
PRINT NAME

Robert W. ...
PRINT NAME

Jeffrey R. ...
Jeffrey R. ...
Jeffrey R. ...

by: [Signature]
AS ITS: President

ATTEST: _____

PRINT NAME

PRINT NAME

The foregoing instrument was acknowledged before me this 30th day of August, 2006, by Robert J. Jones, as President of Barrington Woods Condominium Association, Inc., who is personally known to me and produced Jessie Thomas as identification.

Louise D. Kroil
NOTARY PUBLIC
LOUISE D. KROIL
Print Name



AMENDMENT

BYLAWS

OF

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

[additions are indicated by underline; deletions, by ~~strike-through~~]

III. – BOARD OF DIRECTORS

2. NUMBER. The number of directors shall be designated by resolution of the membership from time to time but shall in no event be less than three (3) directors or more than five (5) directors. Each shall be a member of the Association or a person exercising the rights of an owner who is not a natural person. Each director shall hold office for two years and shall be elected in such manner at the annual meetings so that the number of directors serving on the board from time to time shall have their terms of office evenly divided so far as possible so that half of their terms shall expire at the time of each annual meeting of members. There is no limit for the terms, consecutive or otherwise, that a member may serve as director of the Association.

Prepared by and Return to:
Christine B. Conradis, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236



CERTIFICATE OF AMENDMENT

BYLAWS

OF

BARRINGTON WOODS CONDOMINIUM ASSOCIATION, INC.

We hereby certify that the attached amendment to the Bylaws of Barrington Woods Condominium Association, Inc., which Bylaws is attached as Exhibit "C" to the Declaration of Condominium of Barrington Woods, the original of which was recorded in the Official Records of Sarasota County, Florida at Book 1449 and Page 1323, et seq. on March 24, 1981, was duly adopted at a membership meeting of Barrington Woods Condominium Association, Inc. ("Association") held on March 15, 2016, upon the affirmative vote not less than a majority vote of all voting rights of all members in accordance with Article VIII of the Bylaws. The Association further certifies that the amendment was proposed and adopted as required by its governing documents and Florida law.

DATED this 30th day of March, 2016.

Signed, sealed and delivered
in the presence of:

Sign: Debra C. Ilstrup

Print: Debra C. Ilstrup

Sign: Debra C. Ilstrup

Print: Debra C. Ilstrup

Barrington Woods Condominium Association, Inc.

By: Ed Scully
Ed Scully, as President

ATTEST:

By: Jean Etsinger

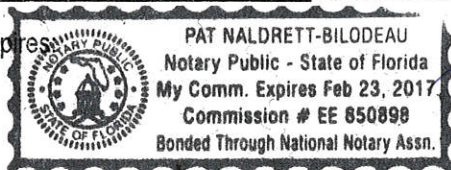
Jean Etsinger, as Secretary

[Corporate Seal]

State of Florida)
County of Sarasota)

The foregoing instrument was acknowledged before me this 30rd day of March, 2016 by Ed Scully, as President of Barrington Woods Condominium Association, Inc., who is personally known to me or who has produced _____ as identification.

My Commission Expires:

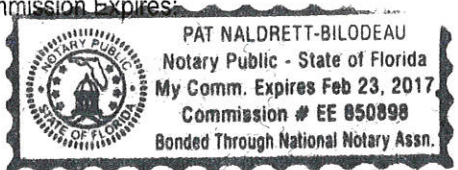


Pat Naldrett-Bilodeau
Notary Public
Print Name: Pat Naldrett-Bilodeau

State of Florida)
County of Sarasota)

The foregoing instrument was acknowledged before me this 30rd day of March, 2016 by Jean Etsinger, as Secretary of Barrington Woods Condominium Association, Inc., who is personally known to me or who has produced _____ as identification.

My Commission Expires:



Pat Naldrett-Bilodeau
Notary Public
Print Name: Pat Naldrett-Bilodeau