

Apr. 24, 1991

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
BARRINGTON WOODS, A CONDOMINIUM

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

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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.)

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

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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.

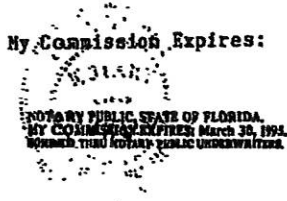
Randy Wanner
Randy T. Wanner, Agent

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