

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

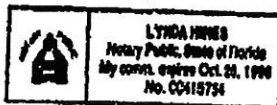
Vicki Meabe  
Print Name: Vicki Meabe

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