



---

SAMOUCÉ, MURRELL & FRANCOEUR, P.A.

---

800 Laurel Oak Drive, Suite 300  
Naples, Florida 34108

Robert C. Samouce  
Robert E. Murrell  
Philip M. Francoeur, Jr.

Telephone (239) 596-9522  
Facsimile (239) 596-9523

Timothy W. Ferguson  
of Counsel

July 15, 2002

Board of Directors  
Barrington Club Condominium Association, Inc.  
c/o Steve Pollack, Manager  
c/o Southwest Property Management  
1044 Castello Drive, Suite 206  
Naples, FL 34103-1900

**RE: Barrington Club Condominium Association, Inc.  
Amended and Restated Documents**

Dear Board Members:

Pursuant to the approval by the membership on May 13, 2002, enclosed please find the original Amended and Restated Declaration of Condominium for Barrington Club Condominium and the Bylaws for Barrington Club Condominium Association, Inc., recorded June 28, 2002, at O.R. Book 3063, Pages 0152 *et seq* in the public recorded of Collier County. The originals should be kept with the other official records of the Association. The Association may wish to distribute a copy to the membership.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Kind regards,  
SAMOUCÉ, MURRELL & FRANCOEUR, P.A.

A handwritten signature in black ink, appearing to read 'Robert C. Samouce', written over a horizontal line.

Robert C. Samouce  
For the Firm

RCS/tm

Enclosures

After recording please return to:

SAMOUCÉ, MURRELL & FRANCOEUR, P.A.  
800 LAUREL OAK DRIVE, SUITE 300  
NAPLES, FLORIDA 34108

3005941 OR: 3063 PG: 0152

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
06/28/2002 at 08:23AM DWIGHT E. BROCK, CLERK  
RRC FEE 703.50

Retn:  
SAMOUCÉ MURRELL ET AL  
800 LAUREL OAK DR #300  
NAPLES FL 34108

This instrument prepared by

John D. Humphreville, Esq.  
Quarles & Brady  
4501 Tamiami Trail North  
Suite 300  
Naples, Florida 34103

**CERTIFICATE OF AMENDMENT OF CONDOMINIUM DOCUMENTS**

**FOR**

**BARRINGTON CLUB CONDOMINIUM**

Notice is hereby given that a duly called meeting of the members, held on <sup>May</sup> ~~April~~ 13, 2002, by a vote of at least 75% of the voting interest of the Association, the Declaration of Condominium for Barrington Club Condominium, as originally recorded in O.R. Book 1745, page 618, et seq., and the Bylaws for Barrington Club Condominium Association, Inc., as originally recorded in O.R. Book 1745, page 692, et seq., of the Public Records of Collier, Florida, be and the same are hereby amended as attached hereto.

EXECUTED this 13 day of <sup>May</sup> ~~April~~, 2002.

(Corporate Seal)  
BARRINGTON CLUB CONDOMINIUM ASSOCIATION,  
INC., a Florida not-for-profit corporation

ATTEST:

*Maryorie Baker*  
Secretary *Treasurer*  
STATE OF FLORIDA  
COUNTY OF COLLIER

*J Calvin Leonard*  
\_\_\_\_\_, as President  
V  
\_\_\_\_\_, as Vice

The foregoing was acknowledged before me this <sup>May</sup> ~~April~~ 13 day of ~~April~~, 2002, by J Calvin Leonard, as President and Maryorie Baker, as Secretary of Barrington Club Condominium Association, Inc., who are personally known to me.

*Cindy A. Hutton*  
Notary Public  
Cindy A. Hutton  
Commission # DD098350  
Expires March 7, 2006  
Bonded Thru  
My Commission Expires \_\_\_\_\_ Bonding Co., Inc.

Exhibit "A" - Legal Description  
Exhibit "B" - Survey & Plot Plan  
Exhibit "C" - Articles of Incorporation  
Exhibit "D" - Amended and Restated  
Bylaws

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRESENT TEXT SEE EXISTING DECLARATION OF CONDOMINIUM.

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

OF

**BARRINGTON CLUB CONDOMINIUM**

**KNOW ALL MEN BY THESE PRESENTS:**

That heretofore on August 18, 1992, the original Declaration of Condominium of Barrington Club Condominium (the "Condominium"), was recorded at O.R. Book 1745, at page 618 et seq., of the Public Records of Collier County, Florida. That Declaration of Condominium and all of its recorded exhibits, as previously amended, are hereby further amended in part, and restated in their entirety as set forth herein.

1. **SUBMISSION TO CONDOMINIUM OWNERSHIP**: This Amended and Restated Declaration of Condominium is made by Barrington Club Condominium Association, Inc., a Florida corporation not for profit, (the "Association"). The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to Chapter 718, Florida Statutes (the "Condominium Act"). No additional property is being submitted to condominium ownership by this Declaration. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of Condominium units. The acquisition of title to a unit or any other interest in the Condominium property, or the lease, occupancy, or use of any portion of a unit or the Condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.
2. **DESCRIPTION OF CONDOMINIUM PROPERTY**: The land submitted to the condominium form of ownership by the original Declaration, (the "Land") is legally described in Exhibit "A", attached hereto and incorporated by reference herein.
3. **NAME AND ADDRESS**: The name of this Condominium is Barrington Club Condominium, and its street address is 7045-7108 Barrington Circle, Naples, Florida.
4. **DEFINITIONS**: The terms used in this Declaration and its exhibits shall have the meanings stated below and in the Condominium Act, unless the context otherwise requires.
  - 4.1 **"Assessment"** means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

- 4.2 **"Association"** means Barrington Club Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the management and operation of this Condominium.
- 4.3 **"Association Property"** means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.
- 4.4 **"Board of Directors"** or **"Board"** means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".
- 4.5 **"Charge"** or **"Special Charge"** means the obligation of a unit owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to Section 718.116, Florida Statutes, but which will, if the charge is not paid, give rise to a cause of action against the unit owner pursuant to this Declaration.
- 4.6 **"Common Elements"** means that portion of the Condominium property not included in the units, including the Land, all parts of the improvements which are not included within the units, or easements, and installments for furnishings to more than one unit or to the common elements, an easement for support in every portion of a unit which contributes to the support of the building and any other part of the Condominium property designated as common elements in this Declaration or any recorded exhibits thereto.
- 4.7 **"Common Expenses"** means all expenses and assessments properly incurred by the Association.
- 4.8 **"Common Surplus"** means the excess of all receipts of the Condominium Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the amount of the common expenses.
- 4.9 **"Condominium Documents"** means and includes this Amended and Restated Declaration and all recorded exhibits hereto and any rules and regulations approved by the Board of Directors, as may be amended from time to time.
- 4.10 **"Condominium Property"** means the lands and personal property subject to the condominium form of ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.
- 4.11 **"Condominium Unit"** shall mean and refer to a condominium unit as that term is used in this Declaration of Condominium, which unit shall be subject to exclusive ownership.
- 4.12 **"Family"** or **"Single Family"** shall refer to any one of the following:
- (A) One natural person.
  - (B) Two or more natural persons who regularly reside together as a single housekeeping unit.
- 4.13 **"Fixtures"** means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to, interior partitions, walls,

appliances which have been built in or permanently affixed, and plumbing fixtures in kitchens and bathrooms. Fixtures do not include floor, wall or ceiling coverings.

- 4.14 **"Guest"** means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.
- 4.15 **"Institutional Mortgagee"** means the mortgagee (or its assignee) of a mortgage against a Condominium unit, which mortgagee is a bank, savings and loan association, mortgage company, insurance company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Condominium unit which mortgage is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns.
- 4.16 **"Lease"** means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.
- 4.17 **"Limited Common Elements"** means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.
- 4.18 **"Member"** shall mean and refer to all those owners who are members of the Association.
- 4.19 **"Occupy"**, when used in connection with a unit, means the act of staying overnight in a unit. **"Occupant"** is a person who occupies a unit.
- 4.20 **"Owner"** has the same meaning as "unit owner" as defined in the Condominium Act.
- 4.21 **"Primary Occupant"** means the natural person approved for occupancy when title to a unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.
- 4.22 **"Rules and Regulations"** means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.
- 4.23 **"Voting Interest"** means and refers to the arrangement established in the Condominium documents by which the owners of each unit collectively are entitled to vote in Association matters. There are 89 units, so the total number of voting interests is 89 votes. The members of the Association are entitled to one vote for each unit owned as set forth in Section 2.2 of the Bylaws.

## 5. DESCRIPTION OF IMPROVEMENTS; SURVEY AND PLANS:

- 5.1 **Survey and Plot Plans.** Attached to this Declaration as Exhibit "B", initially recorded as Exhibit "B" to the original Declaration, and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show the units, including their identification numbers, locations and approximate dimensions and the common elements and limited common elements. Together with this Declaration, the exhibit is in sufficient

detail to identify each unit, the common elements and limited common elements, and their relative locations and dimensions.

**5.2 Unit Boundaries.** Each unit shall include that part of the building that lies within the following boundaries:

- (A) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to their intersections with the perimeter boundaries:
  - (1) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the unit.
  - (2) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the unit.
- (B) Perimeter Boundaries. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the unit as shown in Exhibit "B", extended to their intersections with each other and with the upper and lower boundaries.
- (C) Interior Walls. No part of the interior partition walls within a unit shall be considered part of the boundary of a unit.
- (D) Windows and Doors. A unit shall include windows, doors, railings and screens in the perimetrical boundaries of the Unit. The unit owner shall be responsible for the maintenance and repair of all such windows, doors, railings and screens.
- (E) Apertures. Where there are openings in any boundary, including, without limitation, windows, doors and skylights, the boundaries of the unit shall extend to the exterior unfinished surfaces of the coverings of such openings, and the frameworks thereof. Therefore, windows, doors, screens and all framings, casings and hardware therefor, are included in the unit.

In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "B" shall control in determining the boundaries of a unit, except the provisions of 5.2(D) above shall control over Exhibit "B".

Nothing herein shall be construed as purporting to change the boundaries of the units as provided in the original Declaration.

**6. CONDOMINIUM UNITS; APPURTENANCES AND USE:**

**6.1 Shares of Ownership.** The Condominium contains 89 units. The owner of each unit shall also own a 1/89th undivided share in the common elements and the common surplus.

**6.2 Appurtenances to Each Unit.** The owner of each unit shall have certain rights and own a certain interest in the Condominium property, including without limitation the following:

- (A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.

- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Articles of Incorporation and the Bylaws of the Association.
- (C) The exclusive right to use the limited common elements reserved for the unit, and the right to use the common elements.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time. An easement in airspace which is vacated shall be terminated automatically.
- (E) Other appurtenances as may be provided in this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "Condominium parcel".

6.3 **Use and Possession.** A unit owner is entitled to exclusive use and possession of his unit. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the Condominium property. No unit may be subdivided, and no fractional portion may be sold, leased or otherwise transferred. The foregoing is not intended to prohibit transfers of title to undivided shares of an entire Condominium unit. The use of the units, common elements and limited common elements shall be governed by the Condominium documents and by the rules and regulations adopted by the Board of Directors, as provided in Section 7 of the Bylaws.

7. **COMMON ELEMENTS; EASEMENTS:**

7.1 **Definition.** The term "common elements" means all of the property submitted to Condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

- (A) The Land.
- (B) All portions of the buildings and other improvements outside the units, including all limited common elements.
- (C) Easements through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units or the common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of a building.
- (E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

7.2 **Easements.** Each of the following non-exclusive easements to each unit owner, to the Association and its employees, agents and hired contractors, to utility companies, unit owners' families in residence, guests, invitees and to governmental and emergency services, is reserved through the Condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be

encumbered by any leasehold or lien other than those on the Condominium units. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

- (A) Ingress and Egress. Easements over the common elements for ingress to the Condominium property and to contiguous land.
- (B) Utilities. Easements through the common elements and units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of services to other units and the common elements.
- (C) Public Services. Emergency, regulatory, law enforcement and other public services in the lawful performance of their duties upon the Condominium property.
- (D) Right of Entry into Units. In case of an emergency originating in or threatening any unit, or the common elements, or to protect, maintain, repair or replace the common elements, for pest control, and for other purposes permitted by law; regardless of whether the owner is present at the time, the Association has the right but not the duty to enter such unit for the purpose of remedying or abating the cause of such emergency. Such right of entry shall be immediate and to facilitate entry, the owner of each unit, if required by the Association, shall deposit under the control of the Association a key to the owner's unit, and shall not alter or install a lock which prevents access to an unoccupied unit. Any access shall be with prior notice where practical and with due respect for the owner's right to privacy and freedom from undue annoyance, and with appropriate precautions to protect the owner's property.
- (E) Air Space. There exists an exclusive easement for the use of the air space occupied by a Condominium unit as it exists at any particular time and as the unit may lawfully be altered.
- (F) Easements for Encroachments. In the event that any unit shall encroach upon any of the common elements for any reason not caused by the purposeful or negligent act of the unit owner or agents of such unit owner, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist; and, in the event that any portion of the common elements shall encroach upon any unit, then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

**7.3 Restraint Upon Separation and Partition**. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

8.



**LIMITED COMMON ELEMENTS:**

- 8.1 **Description of Limited Common Elements.** Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its exhibits. The following common elements are hereby designated as limited common elements:
- (A) **Garages.** As shown in Exhibit "B", each unit has the exclusive use of one assigned garage. The maintenance of the interior of the garage, the garage doors (both interior and exterior) and the garage door opener is the responsibility of the unit owner of the unit to which the garage is assigned. Painting of the exterior surface of the garage doors shall be by the Association, and shall be a common expense. Garages are intended for the primary use of parking and storage of motor vehicles. No garage may be converted to another use except with prior approval of the Board of Directors.
  - (B) **Stairs.** The exterior stairways and railings which are attached to and which exclusively serve particular units are limited common elements for the exclusive use of the units which they serve. The maintenance, repair and replacement thereof shall be the responsibility of the Association and shall be a common expense.
  - (C) **Air Conditioning and Heating Equipment.** All equipment, fixtures and installations located outside of a unit, which furnish air conditioning or heating exclusively to that unit, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit.
  - (D) **Lanais/Porches.** The lanai and/or porch serving each unit in a four unit building, regardless of whether it has been enclosed with screening, or incorporated within the air conditioned living space, shall be limited common elements, and shall be maintained, repaired and replaced by, and solely at the expense of, the owner of the unit.
  - (E) **Existing Storage Closets.** Maintenance, repair and/or replacement of existing storage closets shall be the responsibility of the unit owner to which such storage closet is assigned.
  - (F) **Others.** Any part of the common elements that is connected to or exclusively serves a single unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not. This paragraph includes windows, screens and doors, including all hardware and framings therefor.
- 8.2 **Exclusive Use.** The exclusive use of a limited common element is an appurtenance to the unit or units to which it is designated or assigned. The right of exclusive use of each limited common element passes with the unit to which it is assigned, whether or not separately described, and cannot be separated from it.

9. **ASSOCIATION:** The operation of the Condominium is by Barrington Club Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:
- 9.1 **Articles of Incorporation.** The Articles of Incorporation of the Association filed with the Florida Secretary of State's office and attached hereto as Exhibit "C", as may be amended from time to time.
- 9.2 **Bylaws.** The Bylaws of the Association shall be the Amended and Restated Bylaws attached hereto as Exhibit "D", as they may be amended from time to time.
- 9.3 **Delegation of Management.** The Association may contract for the management and maintenance of the Condominium property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.
- 9.4 **Membership.** The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.
- 9.5 **Acts of the Association.** Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these Condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.
- 9.6 **Powers and Duties.** The powers and duties of the Association include those set forth in the Condominium Act and the Condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium and Association property. The Association may impose fees for the use of common elements or Association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, whether or not the lands or facilities are contiguous to the lands of the Condominium, for the use and enjoyment of the unit owners.
- 9.7 **Official Records.** The Association shall maintain its official records as required by law. The records shall be open to inspection by members, applicable government agencies or members' legal counsel at all reasonable times. The right to inspect the records, including the a right to make or obtain photocopies is governed by the following conditions:
- (A) A member of the Association, or applicable government agencies, or the member's legal counsel, may inspect and copy records if the records to be inspected are described, in writing, in advance, with reasonable particularity; if the scope of the records sought to be inspected or copied is reasonably narrow and specific; and the written request for inspection and/or copying is

received by the Association President or designee, at least five working days (excluding Saturdays, Sundays and legal holidays) before access is desired.

- (B) Records may be inspected and/or copied at a time and location of the Association's choosing during normal business hours.
- (C) Copies requested will be made within a reasonable time by the Association, taking into account other duties of available personnel.
- (D) Copies made by the Association shall be charged for at a rate not to exceed that permitted under the Condominium Act. Payment must be made before copies are turned over. Copies will not be mailed to any person requesting them unless the estimated costs of postage are paid in advance.
- (E) No inspection will be permitted unless supervised by an Association representative, designated by the Association President.
- (F) Records that are bound, stapled or otherwise organized or connected may not be disconnected or disassembled by the owner or his representative, and the records may not be marked, altered or written upon. All documents to be copied shall be marked with a post it sticky or equivalent adherent which will not damage the documents .
- (G) Neither an owner nor his representative may open, or remove records from, file cabinets, drawers, or other record repositories.
- (H) All unit owners have equal rights of inspection and copying. Only a single owner will be permitted to inspect the Association's records at any one time. No single owner will be permitted to monopolize the Association's resources available for inspection and copying, and no owner or representative will be permitted time for repeated inspections and copying until other unit owners seeking to do so have had their turns.
- (I) There shall be no inspection and copying of records that are excluded from owner inspection rights by the Condominium Act and Florida Administrative Code.

**9.8 Purchase of Units.** The Association has the power to purchase one or more units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

**9.9 Acquisition and Disposition of Property.** The Association has the power to acquire, encumber and convey property, both real and personal. The power to acquire and dispose of personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire or dispose of ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

**9.10 Roster.** The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

**9.11 Limitation on Liability.** Notwithstanding its duty to maintain and repair Condominium and Association property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent

condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.

10. **ASSESSMENTS AND LIENS:** The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:
- 10.1 **Common Expenses.** Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the common elements and Association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Board of Directors contracts for pest control within units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense.
- 10.2 **Share of Common Expenses.** The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.
- 10.3 **Ownership.** Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.
- 10.4 **Who is Liable for Assessments.** The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a Condominium unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.
- 10.5 **No Waiver or Excuse from Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 20.3 below as to certain mortgages.
- 10.6 **Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) days after the due date shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee

(in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied to interest, late payment fees, court costs and attorney's fees, and delinquent assessments, in such manner as is provided by law. No payment by check is deemed received until the check has cleared. The determination of whether a payment is on time or is late will be determined by the postmark as affixed to the envelope.

- 10.7 Acceleration.** If any special assessment or installment of a regular assessment as to a unit becomes more than thirty (30) days past due, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.
- 10.8 Liens.** The Association has a lien on each Condominium unit securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the name and address of the Association, the description of the Condominium unit, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the lien will be satisfied.
- 10.9 Priority of Lien.** The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage to the extent such mortgage was recorded prior to the recording of this Amended and Restated Declaration. Any first mortgage recorded after the recording of this Amended and Restated Declaration shall be superior to the Association's lien but limited as provided by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.
- 10.10 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

10.11

**Certificate As To Assessments.** Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the Condominium unit have been paid, and if not, provide an accounting of the total amounts due. Any person other than the owner who relies upon such certificate shall be protected thereby.

10.12 **Pelican Bay of Naples Foundation, Inc.** The Condominium property lies within the boundaries of Pelican Bay, a planned unit development. The costs of maintenance and operation, repair of the streets, rights of way, surface water management system, and other common areas within Pelican Bay are assessed against all property owners in proportion to the value of their property as determined by the Collier County Property Appraiser. The aggregate assessment for all units in the Condominium will be assessed equally to the unit owners as a part of the Common Expenses.

11. **MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS:** Responsibility for the protection, maintenance, repair and replacement of the Condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 **Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all common elements and Association property (other than those limited common elements that are required elsewhere herein to be maintained by the unit owner). In addition, the Association shall be responsible for the protection, maintenance, repair and replacement of a unit, limited to the extent of such portions of the unit as contribute to the support of the building, including but not limited to, perimeter walls, columns, and roofs. Also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units. The cost is a common expense.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition made by a unit owner without prior Association approval as required elsewhere herein.

11.2 **Unit Owner Maintenance.** Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A) Windows; window and balcony glass; doors; screens and associated hardware; appliances; fixtures; switches; fan motors; compressors; wiring; piping and ductwork serving only the particular unit.
- (B) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior, unless the written consent of the Association is obtained in advance. No owner shall make any alteration in the portions of the improvements which are to be maintained by the Association or remove any

portion thereof or make any additions thereto, or to do any work which would jeopardize the safety or soundness of the building, or impair the easements.

**11.3 Other Unit Owner Responsibilities.** The unit owner shall also have the following responsibilities:

- (A) Balconies, Patios, Lanais and Porches. Where a limited common element consists of a balcony, patio, lanai or porch area, the unit owner who has the right of exclusive use of the area shall be responsible for the day to day cleaning and care of the walls, floor, and ceiling bounding said area, if any; and all fixed glass and sliding glass doors and portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and concrete slabs. The unit owner shall be responsible for the day to day cleaning and care, but all painting and maintenance of the exterior surfaces and structures of the building shall be the responsibility of the Association and shall be a common expense. The maintenance, repair, replacement and insurance of such approved carpeting, covering or enclosure shall be the responsibility of the unit owner.
- (B) Interior Decorating. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.
- (C) Flooring. Hard surface floor coverings such as marble, wood, or vinyl or ceramic tile, other than as originally installed by the developer, may not be applied to the floor surfaces of any portion of the unit unless there is an approved form of sound-deadening or sound insulation material placed between such flooring and the unfinished floor surface of the unit. The manner of installing any such hard surface floor materials must be approved in writing by the Association prior to the installation. If prior approval is not obtained, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner.
- (D) Window Coverings. The covering and appearance of windows and doors, whether by draperies, shades, shutters, reflective film or other items; whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.
- (E) Modifications and Alterations. If a unit owner makes any modifications, installations or additions to his unit, the owner of the unit and his successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of maintaining or repairing any damage to the common elements resulting from such modifications, installations or additions.
- (F) Use of Licensed and Insured Contractors. Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit, limited common elements, or common elements, whether with or without Association approval, the owner shall be deemed to

have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

- 11.4 **Bulk Cable Television and/or Satellite Dish.** If there shall become available to the Association a program for the purchase of bulk cable television or satellite dish, which the Board of Directors determine is in the best interest of the Association, then by a majority vote of the Board of Directors, the Association may enter into a contract for such services. The expense for such services shall be a common expense of the Association.
- 11.5 **Alteration of Units or Limited Common Elements by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to his unit or the limited common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors.
- 11.6 **Alterations and Additions to Common Elements and Association Property.** Neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, or paint or otherwise decorate or change the appearance of any portion of the exterior of the building and the Condominium property, without first obtaining the approval, in writing, of unit owners of all units in the building and the approval of the Board of Directors, which approvals shall not be unreasonably withheld. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work. There shall be no alteration or improvement of the common elements without prior approval, in writing, of not less than ~~two-thirds (?)~~ **a majority** of the total voting interest ~~, in person or by proxy~~ **(at least 45 votes)**, if the cost of same shall be a common expense which would exceed in cumulative expenditure for the calendar year, fifteen percent (15%) of the average of the common expenses for the prior three (3) years. Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent.
- 11.7 **Enforcement of Maintenance.** If after reasonable notice the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required in this Section 11, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

11.8



**Negligence; Damage Caused by Condition in Unit.** Each unit owner shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, any limited common element appurtenant to the unit (except those limited common elements required to be maintained by the Association, as provided in Section 8.1), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, Association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

**11.9 Association's Access to Units.** The Association has an irrevocable right of access to each unit, during reasonable hours, when necessary for maintenance, repair or replacement of any common elements or portion of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to any common elements or to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit. The Association may retain a duplicate key to all units. If it does, no unit owner shall alter any lock, nor install a new lock, which prevents access when the unit is unoccupied, unless the unit owner provides the Association with a key. If the Association is not provided with a key to the unit, the owner shall pay all costs incurred by the Association in gaining entrance to his unit, and also shall be responsible for any damage done to his unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his unit caused by the unavailability of a key.

**11.10 Pest Control.** The Association may supply pest control services for the inside of each unit, with the cost thereof being part of the common expenses. An owner has the option to decline to have such service unless the Association determines that such service is necessary for the protection of the balance of the Condominium, in which event the owner thereof must either permit the Association's pest control company to enter his unit or must employ a licensed pest control company to enter his unit on a regular basis to perform pest control services and furnish written evidence thereof to the Association. Because the cost of pest control services provided by the Association is part of the common expenses, the election of an owner not to use such service shall not reduce the owner's assessments.

**12. USE RESTRICTIONS:** The use of the Condominium property shall be in accordance with the following provisions:

**12.1 Units.** Each unit shall at any time be occupied by only one family and its guests, as a residence and for no other purpose. The total number of permanent occupants in

a unit is two (2) per bedroom. No business or commercial activity shall be conducted in or from any unit. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls, computer communications or written correspondence in and from his unit. For example, business such as consulting, accounting and other computer-related work from a unit, so long as such usage does not create a nuisance to other unit owners, would not be restricted by this provision. Such uses are expressly declared customarily incident to residential use.

- 12.2 Occupancy in Absence of Owner.** If the owner and his family who permanently reside with him are absent, and the unit has not been leased, the owner may permit his unit to be occupied temporarily by his guests. When a unit is to be occupied by guests while the owner is not in residence, the owner shall, at least twenty-four (24) hours prior to the arrival of the guests, notify the Association of such fact, and shall give the name of all persons who will be permitted to temporarily occupy the unit. The ability of the owner to allow guest occupancy in his absence is a privilege, not a right, and the Board of Directors is empowered to deny such guest privileges to any unit owner who refuses or fails to give prior notice of guest occupancy or to accept full responsibility for controlling the conduct of his guests and seeing to it that such guests conduct themselves in full conformity to the covenants and rules applicable to the Condominium.
- 12.3 Occupancy When Owner is Present.** There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner; except that the number of overnight occupants shall not be more than 150% of the allowable permanent occupants.
- 12.4 Minors.** All occupants under eighteen (18) years of age shall conduct themselves in accordance with the Condominium documents, under parental or guardian supervision, to insure that they do not become a source of unreasonable nuisance to other residents.
- 12.5 Pets.** The owner of each unit may keep two (2) dogs or cats (or one of each), weighing not more than 25 lbs. No reptiles, rodents, amphibians, poultry, swine or livestock may be kept in the Condominium. Any unit owner who keeps a pet, or permits a pet to be kept in his unit, shall be liable for all damage or injury to persons or property caused by such pet. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. Pets must be leashed or carried under the owner's arm at all times while on the Condominium property outside of the unit, and the pet owner shall immediately remove any animal droppings left by such owner's pet upon the common elements. The Association may establish and enforce fines for violations of this provision.
- 12.6 Nuisances.** No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the Condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

- 12.7 **Signs.** No signs of any kind shall be displayed from a unit or anywhere on the Condominium common elements without prior written approval of the Association. The Association shall have the right to remove any signs placed on the common elements and either dispose of such signs or place them in storage at the owner's expense.
- 12.8 **Use of Common Elements.** The common elements shall not be obstructed, littered, defaced or misused in any manner. The common elements shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.
- 12.9 **Vehicles and Parking.** Each unit shall be permitted no more than three (3) permanent automobiles on the Condominium property. One (1) automobile shall be parked in the garage and two (2) automobiles may be parked on the common element in the parking spaces identified in Exhibit "B". Unit owners shall utilize their assigned garage before using the common parking areas. No trucks or commercial vehicles, campers, mobile homes, motor homes, motorcycles, boats, house trailers, boat trailers, or trailers of every other description, shall be permitted to be parked or stored at any place on the common elements unless approved by the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Automobiles shall be parked only in the parking spaces established for such purpose. Inoperable vehicles are not permitted to be stored or parked on the common elements. If an illegally parked vehicle is not removed from the Condominium property within 72 hours after notice to owner, said vehicle will be removed by towing at the owner's expense.
- 12.10 **Limitation on Number of Units.** In order to avoid creating a motel-like transient environment, and to foster stability in the community, to promote economic stability, and to encourage democratic principles of participation in Association affairs, no unit owner may own more than two (2) condominium units at the Condominium. For purposes of this paragraph, the term "unit owner" shall include a Family or Single Family, as defined in Section 4.6 above, a trust, corporation, partnership or other entity, or subsidiary or related entity, or any entity controlled by a unit owner.

13. **LEASING OF UNITS:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. All leases of units must be in writing. A unit owner may lease only his entire unit after receiving the approval of the Association. The lessee must be a natural person.

13.1 **Procedures.**

- (A) **Notice by the Unit Owner.** An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require.
- (B) **Board Action.** After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the

equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

- (C) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:
- (1) the unit owner is delinquent in the payment of assessments at the time the application is considered;
  - (2) the unit owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;
  - (3) the real estate company or rental agent handling the leasing transaction on behalf of the unit owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
  - (4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;
  - (5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
  - (6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
  - (7) the prospective lessee evidences a strong probability of financial irresponsibility;
  - (8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
  - (9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or
  - (10) the owner fails to give proper notice of his intention to lease his unit to the Board of Directors.
- (D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice, without securing consent to such eviction from the unit owner.
- (E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Condominium assessments may not be delegated to the lessee.

(F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members.

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than three (3) times in any calendar year, with the minimum lease term being thirty (30) consecutive days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Occupancy During Lease Term. No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

13.4 Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 12 and 13.3 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.5 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the common recreation or parking facilities during the lease term.

13.6 Regulation by Association. All of the provisions of the Condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.7 Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a unit, the Association may charge the owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any deposits that are authorized by the Condominium Act as amended from time to time.

#### 14. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS.

14.1 Ownership. A unit may be owned by one natural person. Co-ownership of units is permitted. If the co-owners are other than husband and wife, one natural person shall be designated as the primary occupant and as the voting representative. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which a unit may be used as a

short term transient accommodation for several individuals or families. One natural person shall be designated as the primary occupant if the unit is owned through a trust or corporation or other entity for administrative purposes. A unit may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the occupancy of the unit shall be as if the life tenant were the only owner. If there is more than one life tenant, their occupancy shall be determined in the manner as if the life tenants were co-owners of the unit. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the unit. If a unit is subject to a life estate and the consent or approval of the owner of the unit is required for any purpose by the Association, the consent or approval of the holders of the remainder interest shall not be required. In the case of a unit subject to an Agreement for Deed, the party in possession of the unit shall be deemed the owner of the unit for purposes of determining voting and use rights.

**14.2 Transfers.** The purpose of this section is to maintain a quiet, tranquil and single-family oriented atmosphere, with the residents living in compatible co-existence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, transfer or disposal of any interest in a unit shall be subject to the provisions of this section.

- (A) Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.
- (B) Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. The approval shall not be denied to any devisee or heir who was the prior owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.
- (C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors under the procedures outlined in Section 14.4 below.
- (D) Ad Hoc Committee. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least three (3) members. the Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

**14.3 Procedures.**

- (A) Notice to Association.
  - (1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days before the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales

contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a condition for approval.

- (2) Devise, Inheritance or Other -Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights unless and until approved by the Board, but may sell the unit following the procedures in this Section.
  - (3) Demand. With the notice required in subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the unit determined as provided below.
  - (4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling an interest in a unit, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.
- (B) Board Action. Within twenty (20) days of receipt of the required notice and all information or appearances requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee.

If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

- (C) Disapproval.
  - (1) With Good Cause. Approval of the Association shall be withheld only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good causes for disapproval:

The person seeking approval has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

The person seeking approval has evidenced an attitude of disregard for association rules or by his conduct in this Condominium as a tenant, unit owner or occupant of a unit;

The transfer to the person seeking approval would result in that person owning more than two (2) units in the Condominium as more particularly set forth in paragraph 12.10 of this Declaration; or

The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.

- (2) Without Good Cause. If the Board disapproves without good cause, and if the owner or transferee has made the demand set forth in Section 14.3(A)(3), then within 30 days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the owner (hereafter "the seller") the name of an approved purchaser who will purchase the unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two state-certified property appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing, real property taxes and condominium assessments shall be prorated to the day of closing and the parties shall bear their own attorneys fees, if any. The closing shall take place not longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure or refusal to close by either party shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages.
- (3) Deemed Approved. If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, then the original proposed purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.



- 14.4 **Exception.** The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by a mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure.
- 14.5 **Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.
- 14.6 **Fees and Deposits Related to the Transfer of Units.** Whenever herein the Board's approval is required to allow the transfer of an interest in a unit, the Association may charge the owner a preset fee for processing the approval, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of the transfer with an existing unit owner.
15. **INSURANCE.** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:
- 15.1 **By the Unit Owner.** Each unit owner is responsible for insuring his own unit, and the personal property therein, including all floor, wall and ceiling coverings, and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner shall be responsible to insure any limited common elements which the unit owner is responsible to maintain and repair as set forth in Section 8.1. Each unit owner shall also be responsible to insure built-in cabinets and appliances, water heaters, air conditioning and heating equipment, and electrical fixtures, to the extent such items are located within the unit and are required to be maintained, repaired and replaced by the unit owner. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance.
- 15.2 **Association Insurance; Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.
- 15.3 **Required Coverage.** The Association shall maintain adequate insurance covering all of the buildings and the common elements as well as all Association property, in amounts determined annually by the Board of Directors. Pursuant to Section 718.111 (11) (b) Florida Statutes, the word "building" does not include floor coverings, wall coverings, or ceiling coverings, or electrical fixtures, appliances, air conditioning or hearing equipment, water heaters, or built-in cabinets located within a unit. Such insurance to afford the following protection:
- (A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as a "multi-peril" property contract.
- (B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are

determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

- (C) Automobile. The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business and such limits of protection and with such coverage as may be required by the Board of Directors.
- (D) Worker's Compensation. The Association shall maintain Workers' Compensation insurance on at least a minimum premium basis.
- (E) Statutory Fidelity Bonding. The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the president, secretary and treasurer of the Association in an amount not less than the minimum required by the Condominium Act from time to time. The Association shall bear the cost of bonding as a common expense.
- (F) Directors and Officers Liability Insurance. The Association shall obtain and maintain adequate directors and officers liability insurance using the broad form of policy coverage for all directors and officers and, if available, for committed members of the Association.

**15.4 Optional Coverage**. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners, and as may be required by law.

**15.5 Description of Coverage**. A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by unit owners or their authorized representatives upon request.

**15.6 Waiver of Subrogation**. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against the Association unit owners, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

**15.7 Insurance Proceeds**. All insurance policies purchased by the Association shall be for the benefit of the Association, the unit owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust, and disburse them for the purposes stated herein and for the benefit of the unit owners and their respective mortgagees in the following shares:

- (A) Common Elements. Proceeds on account of damage to common elements shall be held in as many undivided shares as there are units, the shares of each unit owner being the same as his share in the common elements.
- (B) Units. Proceeds on account of damage within the units shall be held in undivided shares based on the prorated amount of damage within each damaged unit as a percentage of the total damage within all units.
- (C) Mortgagee. If a mortgagee endorsement has been issued as to a unit, the shares of the mortgagee and the unit owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it

may hold against unit or units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of the damaged building or buildings. Except as otherwise expressly provided, no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 **Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

- (A) **Cost of Reconstruction or Repair.** If the damage for which the proceeds are paid is to be reconstructed or repaired by the Association, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being paid jointly to them.
- (B) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided herein that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.9 **Association as Agent.** The Association is hereby irrevocably appointed as agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium property.

16. **RECONSTRUCTION OR REPAIR AFTER CASUALTY:** If any part of the Condominium property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as follows:

16.1 **Damage to Units.** Where loss or damage occurs within one or more units, any Association insurance proceeds on account of the loss or damage shall be distributed to the owner(s) of the damaged unit(s) in shares as provided in Section 15.7 above. The owner(s) of the damaged unit(s) shall be responsible for reconstruction and repair. The Association is not responsible for paying the deductible.

16.2 **Damage to Common Elements - Less than "Very Substantial".** Where loss or damage occurs to the common elements, but the loss is less than "Very substantial", as hereinafter defined, it shall be mandatory for the Association to repair, restore and rebuild the damage caused by the loss, and the following procedures shall apply:

- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration, and shall negotiate and contract for repair and reconstruction.
- (B) If the proceeds of insurance and available reserves are insufficient to pay for the cost of repair and reconstruction of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all unit owners in proportion to their shares in the common elements for the deficiency. Such special assessments need not be approved by the unit owners. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.

- 16.3 **"Very Substantial" Damage.** As used in this Declaration, the term "very substantial" damage (or "major damage") shall mean loss or damage whereby more than fifty percent (50%) of the total units are rendered uninhabitable. Should such "very substantial" damage occur then:
- (A) The Board of Directors shall promptly obtain reliable and detailed estimates of the cost of repair and restoration.
  - (B) A membership meeting shall be called by the Board of Directors to be held not later than sixty (60) days after the Board has obtained the estimates, to determine the opinion of the membership with reference to rebuilding or termination of the Condominium, subject to the following:
    - (1) If the insurance proceeds and reserves available for the restoration and repairs that are the Association's responsibility are sufficient to cover the estimated cost thereof so that no special assessment will be required, then the Condominium shall be restored or repaired unless at least seventy-five percent (75%) of the total voting interests shall vote for termination, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general types of units, in either of which cases the Condominium shall be terminated.
    - (2) If the insurance proceeds and reserves available for restoration and repair are not sufficient to cover the estimated cost thereof so that a special assessment will be required, then unless seventy-five percent (75%) of the total voting interests vote in favor of such special assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If seventy-five percent (75%) of the total voting interests approve the special assessment, the Board of Directors shall levy such assessment and shall proceed to negotiate and contract for necessary repairs and restoration. The proceeds from the special assessment shall be added to the funds available for repair and restoration of the property.
  - (C) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding upon all unit owners.
- 16.4 **Application of Insurance Proceeds.** It shall be presumed that the first monies disbursed for repair and restoration are from insurance proceeds; if there is a balance left in the funds held by the Association after the payment of all costs of repair and restoration, such balance shall be distributed to the unit owners, except as otherwise provided in Section 15.7(C) above.
- 16.5 **Equitable Relief.** In the event of damage to the common elements which renders any unit uninhabitable, and the damage is not repaired, reconstructed, or rebuilt within a reasonable period of time, the owner of the uninhabitable unit may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a reasonable period of time if substantial work is commenced within six (6) months following the damage or destruction, and is completed within nine (9) months thereafter.

- 16.6 **Plans and Specifications.** Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least seventy-five percent (75%) of the units, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the unit owner and his institutional mortgagee, if any.

17. **CONDEMNATION:**

- 17.1 **Deposit of Awards with Association.** The taking of all or any part of the Condominium property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.
- 17.2 **Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the same manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.
- 17.3 **Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the owners of condemned units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.
- 17.4 **Association as Agent.** The Association is hereby irrevocably appointed as each unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation.
- 17.5 **Units Reduced but Habitable.** If the condemnation reduces the size of a unit and the remaining portion of the unit can be made habitable, the awards for the taking of a portion of that unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:
- (A) **Restoration of Unit.** The unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the unit.
- (B) **Distribution of Surplus.** The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.
- (C) **Adjustment of Shares in Common Elements.** If the floor area of a unit is reduced by the taking, the number representing the share in the common

elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

**17.6 Unit Made Not Habitable.** If the condemnation is of an entire unit or reduces the size of a unit so that it cannot be made habitable, the award for the taking of the unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

- (A) Payment of Award. The fair market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagee(s).
- (B) Addition to Common Elements. If possible and practical, the remaining portion of the unit shall become a part of the common elements and shall be placed in condition for use by some or all unit owners in a manner approved by the Board of Directors.
- (C) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.
- (D) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned unit to the unit owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by special assessment against all unit owners who will continue as owners of units after the changes in the Condominium affected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes affected by the taking. -
- (E) Arbitration. If the fair market value of a unit prior to the taking cannot be determined by agreement between the unit owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The unit owner, the first mortgagee, if any, and the Association shall each appoint one certified real property appraiser, who shall appraise the unit and determine the fair market value by computing the arithmetic average of their appraisals of the unit. A judgment of specific performance upon the fair market value calculated in this way may be entered in any court of competent jurisdiction. Each party shall bear the cost of his own appraiser.

**17.7 Taking of Common Elements.** Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in a manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation, if any. If a unit is

mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

17.8 **Amendment of Declaration.** Any changes in units and in the common elements, in the ownership of the common elements, and in the sharing of common expenses that are made necessary by condemnation or eminent domain shall be accomplished by amending this Declaration and its recorded exhibits in accordance with Sections 17.5 and 17.6 above. Such amendment need be approved only by the owners of a majority of the units. The consent of lien holders is not required for any such amendment.

18. **TERMINATION:** The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

18.1 **Destruction.** In the event it is determined in the manner elsewhere herein provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

18.2 **Agreement.** The Condominium may be terminated at any time by the approval in writing of all of the owners of units in the Condominium, and by all mortgagees who have recorded their mortgages. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of units to which not less than eighty percent (80%) Of the common elements are appurtenant, and of the record owners of all mortgages upon units in the Condominium owned by institutional lenders and other mortgagees approved by the Association, are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the non-approving owners during the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

(A) **Exercise of Option.** The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall agree to purchase all of the units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(B) **Price.** The sale price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(C) **Payment.** The purchase price shall be paid in cash.

(D) Closing. The sale shall be closed within ten (10) days following the determination of the sale price. If for any reason the purchase of a particular unit does not close, this shall not affect the validity of the purchase of the other units.

18.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its appropriate officers with the formality of a deed certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Collier County, Florida.

18.4 Shares of Owners After Termination. After termination of the Condominium, the unit owners shall own the Condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

18.5 Amendment. This section concerning termination shall not be amended without consent of all unit owners and of all owners of mortgages required to approve termination by agreement.

19. ENFORCEMENT:

19.1 Duty to Comply; Right to Sue. Each unit owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Condominium documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by a unit owner against:

- (A) The Association;
- (B) A unit owner;
- (C) Anyone who occupies or is a tenant or guest in a unit; or
- (D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

19.2 Waiver of Rights. The failure of the Association or any member to enforce a right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a unit owner if the waiver would adversely affect the rights of the owner or defeat the purpose of the provision, except that unit owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a purchaser or unit owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act or the Condominium documents.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a guest, tenant, unit owner or the Association to comply with the requirements of the Condominium Act, the Condominium documents, or the Association's rules and



regulations, as they may be amended from time to time, the prevailing party shall be entitled to recovery of reasonable attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration.

19.4 **No Election of Remedies.** All rights, remedies and privileges granted to the Association or unit owners under the law and the Condominium documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

19.5 **Fines.** The Board of Directors shall have the power on behalf of the Association to impose fines on unit owners who are in violation of the provisions of this Declaration, the Articles of Incorporation, Bylaws, and/or Rules and Regulations of the Association, pursuant to the Condominium Act and the procedures set forth in the Bylaws.

## 20. **RIGHTS OF MORTGAGEES:**

20.1 **Approvals.** Written consent of the institutional mortgagee of a unit shall be required for any amendment to the Declaration which would decrease the unit's share of ownership of the common elements, except as otherwise provided in Sections 17.5(C), 17.6(C) and 17.8.

20.2 **Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any unit or any part of the common elements, the record holder of any first mortgage on an affected unit shall be entitled to notice.

20.3 **Mortgage Foreclosure.** If the mortgagee of a first mortgage of record acquires title to a Condominium unit as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, the mortgagee acquiring title shall be liable for only such share of common expenses or assessments attributable to the Condominium unit or chargeable to the former owner of the unit which came due prior to the mortgagee's acquisition of title as may be provided in the Condominium Act as amended from time to time. No acquirer of title to a Condominium unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of such ownership.

20.4 **Redemption.** If proceedings are instituted to foreclose any mortgage or lien on any unit, the Association, on behalf of one or more unit owners and with the permission of the mortgagee, may redeem the mortgage or lien for the amount due thereon and be thereby subrogated to all of the mortgagee's or lienor's rights of action, or the Association may purchase the unit at the foreclosure sale. Any mortgagee shall have an unrestricted, absolute right to accept title to the unit in settlement and satisfaction of the mortgage or to foreclose its mortgage in accordance with its terms, and to bid upon the unit at the foreclosure sale.

20.5 **Right to Inspect Books.** The Association shall make available to institutional mortgagees requesting same current copies of the Condominium documents and the books, records and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be provided at the expense of the person requesting them.

- 20.6 **Financial Statement.** Any institutional mortgagee is entitled, upon written request, to a copy of the financial statement of the Association for the immediately preceding fiscal year.
- 20.7 **Lender's Notices.** Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of:
- (A) Any sixty (60) day or longer delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds a mortgage.
  - (B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.
  - (C) Any proposed action that requires the consent of a specified percentage of mortgage holders.
21. **AMENDMENT OF DECLARATION.** All amendments to this Declaration shall be proposed and adopted in the following manner:
- 21.1 **Proposal.** Amendments to this Declaration may be proposed by a majority of the Board of Directors, or by written petition signed by at least one-fourth (1/4th) of the voting interests of the members.
- 21.2 **Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members (if such vote is necessary) not later than the next annual meeting for which proper notice can still be given.
- 21.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium documents, this Declaration may be amended if the proposed amendment is approved by ~~at least two-thirds (?)~~ **a majority** of the total voting interests ~~in person or by proxy,~~ **(at least 45 votes)** at any annual or special meeting called for the purpose.
- 21.4 **Amendment to Conform to Fair Housing Act.** This Condominium shall be in compliance with the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"). To the extent that this Declaration must be amended to comply with the FHAA, or future amendments to the FHAA, the Board of Directors shall amend the Declaration without the necessity of obtaining the approval of unit owners as may otherwise be required hereunder or under the Bylaws.
- 21.5 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.
- 21.6 **Proviso.** No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of a unit shares the common expenses and owns the common surplus, unless all record owners of the unit, and any institutional mortgagee holding a mortgage on the unit, consent in writing to the amendment. This proviso does not apply to changes caused by condemnation or a

taking by eminent domain as provided in Section 17. No amendment shall operate to unlawfully discriminate against any unit owner nor against any class of unit owners.

- 21.7 **Correction of Errors.** If there is an omission or error in this Declaration of Condominium or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Condominium Act.

22. **MISCELLANEOUS**

- 22.1 **Pelican Bay Covenants.** All of the Condominium property is subject to the provisions of the Declaration and General Protective Covenants for Pelican Bay, as recorded in Official Records Book 825, page 1755, of the Public Records of Collier County, Florida, and all amendments thereto, and to the Declaration of Restrictions and Protective Covenants for Parcel One, Pelican Bay Unit Thirteen, as recorded in Official Records Book 1578, page 979, of the Public Records of Collier County, Florida, and all amendments thereto.
- 22.2 **Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not effect the remaining portions.
- 22.3 **Applicable Statutes.** The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida, particularly the Florida Condominium Act.
- 22.4 **Conflicts.** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control.
- 22.5 **Interpretation.** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless it is unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.
- 22.6 **Exhibits.** There is hereby incorporated within this Declaration any materials contained in the exhibits hereto which, under the Condominium Act, are required to be part of the Declaration.
- 22.7 **Singular, Plural and Gender.** Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.
- 22.8 **Headings.** The headings used in the Condominium documents are for reference purposes only, and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

1745

000658

OR BOOK

PAGE

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

EXHIBIT "A" TO THE DECLARATIONBARRINGTON CLUB CONDOMINIUMDESCRIPTION

Parcel One, less the South 300.00 feet thereof, of Pelican Bay Unit Thirteen, according to the plat thereof as recorded in Plat Book 16 at pages 80 through 86 of the Public Records of Collier County, Florida.

BARRINGTON CLUB CONDOMINIUM PHASE ONE

A parcel land lying in and being a part of Parcel One, Pelican Bay Unit Thirteen, according to the plat thereof as recorded in Plat Book 16 at pages 80 through 86 of the Public Records of Collier County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel One; thence N.00°34'56"W. along the Westerly right-of-way line of U.S. 41 (Tamiami Trail) for 529.20 feet; thence leaving said right-of-way line, N.63°06'16"W. 284.19 feet to the POINT OF BEGINNING of the herein described parcel; thence S.60°00'00"W. 128.42 feet to the Northeasterly right-of-way line of Oakmont Parkway; thence N.30°00'00"W. along said right-of-way line for 288.00 feet; thence continuing along said right-of-way line for an arc distance of 240.30 feet along the arc of a circular curve to the right, having a central angle of 39°20'18", a radius of 350.00 feet and a chord which bears N.10°19'51"W. 235.61 feet; thence continuing along said right-of-way line, N.09°20'18"E. 40.64 feet; thence leaving said right-of-way line, S.80°39'42"E. 127.56 feet; thence N.09°20'18"E. 45.60 feet; thence 47.24 feet along the arc of a circular curve to the right, having a central angle of 20°30'14", a radius of 132.00 feet and a chord which bears N.19°25'25"E. 46.99 feet; thence S.66°01'35"E. along a non-radial line for 158.35 feet; thence S.03°07'29"W. 52.13 feet; thence South 409.27 feet to the Point of Beginning of the herein described parcel.

SUBJECT TO easements, restrictions and reservations of record.

BARRINGTON CLUB CONDOMINIUM PHASE TWO

A parcel of land lying in and being a part of Parcel One, Pelican Bay Unit Thirteen, according to the plat thereof as recorded in Plat Book 16 at pages 80 through 86 of the Public Records of Collier County, Florida, being more particularly described as follows:

Page 1

COMMENCING at the Southeast corner of said Parcel One; thence N.00°34'56"W. along the Westerly right-of-way line of U.S. 41 (Tamiami Trail) for a distance of 529.20 feet to the POINT OF BEGINNING of the herein described parcel; thence continuing along said right-of-way line, N.00°34'56"W. 146.24 feet; thence continuing along said right-of-way line, N.00°37'39"W. 340.33 feet; thence 78.54 feet along the arc of a circular curve to the left, having a central angle of 90°00'00", a radius of 50.00 feet and a chord which bears N.45°37'39"W. 70.71 feet to the Southerly right-of-way line of Pelican Bay Boulevard; thence along said right-of-way line, S.89°22'21"W. 188.93 feet; thence continuing along said right-of-way line 35.28 feet along the arc of a circular curve to the right, having a central angle of 01°05'42", a radius of 1845.94 feet and a chord which bears S.89°55'12"W. 35.28 feet; thence leaving said right-of-way line, S.02°09'21"E. 13.35 feet; thence 137.15 feet along the arc of a non-tangent circular curve to the left, having a central angle of 59°31'49", a radius of 132.00 feet and a chord which bears S.59°36'26"W. 131.06 feet; thence S.66°01'35"E. 158.35 feet along a non-radial line; thence S.03°07'29"W. 52.13 feet; thence South 409.27 feet; thence S.63°06'16"E. 284.19 feet to the Point of Beginning of the herein described parcel.

SUBJECT TO easements, restrictions and reservations of record.

BARRINGTON CLUB CONDOMINIUM PHASE THREE

A parcel of land lying in and being a part of Parcel One, Pelican Bay Unit Thirteen, according to the plat thereof as recorded in Plat Book 16 at pages 80 through 86 of the Public Records of Collier County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel One; thence N.00°34'56"W. along the Westerly right-of-way line of U.S. 41 (Tamiami Trail) for a distance of 300.00 feet to the POINT OF BEGINNING of the herein described parcel of land; thence continuing along said right-of-way line, N.00°34'56"W. 229.20 feet; thence leaving said right-of-way line, N.63°06'16"W. 284.19 feet; thence S.60°00'00"W. 128.42 feet to the Northeasterly right-of-way line of Oakmont Parkway; thence along said right-of-way line for an arc distance of 319.54 feet along the arc of a circular curve to the right, having a central angle of 17°10'26", a radius of 1066.08 feet and a chord which bears S.21°24'48"E. 318.35 feet; thence leaving said right-of-way line, N.89°21'05"E. 250.78 feet to the Point of Beginning of the herein described parcel.

SUBJECT TO easements, restrictions and reservations of record.

1715  
OR BOOK

000659  
PAGE

1745

000660

OR BOOK

PAGE

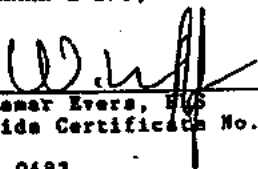
BARRINGTON CLUB CONDOMINIUM PHASE FOUR

A parcel of land lying in and being a part of Parcel One, Pelican Bay Unit Thirteen, according to the plat thereof as recorded in Plat Book 16 at pages 80 through 86 of the Public Records of Collier County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Parcel One; thence N.00°34'56"W. along the Westerly right-of-way line of U.S. 41 (Tamiami Trail) a distance of 675.44 feet; thence continuing along said right-of-way line, N.00°37'39"W. 540.33 feet; thence 78.54 feet along the arc of a circular curve to the left, having a central angle of 90°00'00", a radius of 50.00 feet and a chord which bears N.45°37'39"W. 70.71 feet to the Southerly right-of-way line of Pelican Bay Boulevard; thence along said right-of-way line, S.89°22'21"W. 188.93 feet; thence continuing along said right-of-way line for an arc distance of 35.28 feet along the arc of a circular curve to the right, having a central angle of 01°05'42", a radius of 1845.94 feet and a chord which bears S.89°55'12"W. 35.28 feet to the POINT OF BEGINNING of the herein described parcel; thence continuing along said right-of-way line for an arc distance of 211.78 feet along the arc of a circular curve to the right, having a central angle of 06°34'24", a radius of 1845.94 feet and a chord which bears N.86°14'45"W. 211.66 feet; thence 38.27 feet along the arc of a circular curve to the left, having a central angle of 87°42'09", a radius of 25.00 feet and a chord which bears S.53°11'22"W. 34.64 feet to the Easterly right-of-way line of Oakmont Parkway; thence along said right-of-way line, S.09°20'18"W. 143.21 feet; thence leaving said right-of-way line, S.80°39'42"E. 127.56 feet; thence N.09°20'18"E. 45.60 feet; thence 184.39 feet along the arc of a circular curve to the right, having a central angle of 80°02'03", a radius of 132.00 feet and a chord which bears N.49°21'20"E. 169.76 feet; thence N.02°09'21"W. 13.35 feet to the Point of Beginning of the herein described parcel.

SUBJECT TO easements, restrictions and reservations of record.

W. LAMAR EVERS, INC.

  
 \_\_\_\_\_ PLS Date: 7-29-92  
 W. Lamar Evers, Inc.  
 Florida Certificate No. 3465

W.O. 0483  
 Revised: 7/30/92

1745

000661

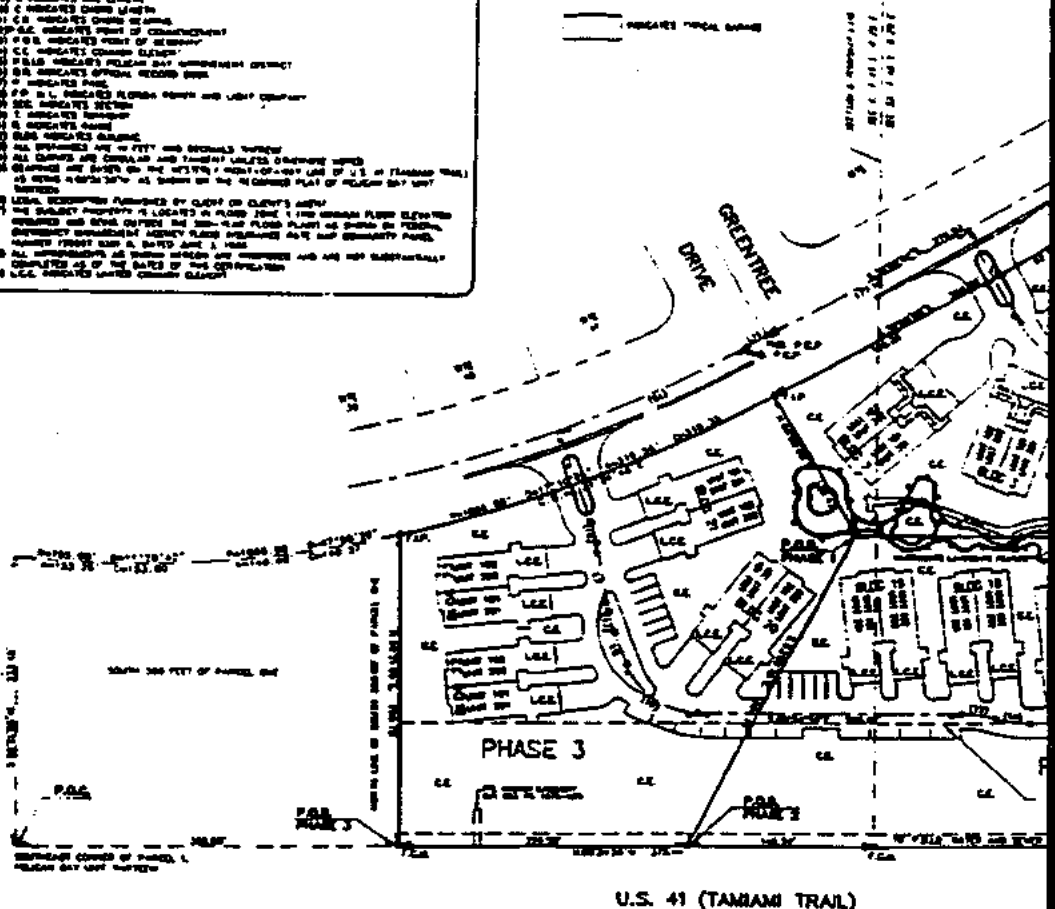
OR BOOK

PAGE

BARRINGTON CLUB

GENERAL NOTES

- 1. 1/4" = 100' SCALE
- 2. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 3. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 4. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 5. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 6. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 7. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 8. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 9. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 10. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 11. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 12. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 13. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 14. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 15. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 16. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 17. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 18. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 19. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 20. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 21. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 22. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 23. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 24. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 25. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 26. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 27. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 28. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 29. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 30. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 31. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 32. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 33. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 34. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 35. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 36. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 37. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 38. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 39. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 40. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 41. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 42. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 43. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 44. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 45. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 46. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 47. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 48. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 49. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 50. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 51. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 52. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 53. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 54. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 55. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 56. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 57. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 58. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 59. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 60. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 61. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 62. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 63. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 64. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 65. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 66. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 67. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 68. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 69. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 70. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 71. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 72. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 73. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 74. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 75. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 76. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 77. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 78. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 79. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 80. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 81. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 82. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 83. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 84. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 85. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 86. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 87. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 88. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 89. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 90. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 91. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 92. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 93. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 94. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 95. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 96. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 97. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 98. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 99. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED
- 100. ALL DIMENSIONS ARE TO CENTER LINE UNLESS OTHERWISE NOTED



CURVE TABLE

STATIONING	CHORD BEARING	CHORD LENGTH	ARC LENGTH	ANGLE	PIECE OF CHORD
1+00	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+10	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+20	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+30	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+40	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+50	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+60	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+70	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+80	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
1+90	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+00	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+10	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+20	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+30	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+40	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+50	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+60	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+70	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+80	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
2+90	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+00	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+10	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+20	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+30	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+40	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+50	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+60	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+70	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+80	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
3+90	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+00	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+10	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+20	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+30	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+40	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+50	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+60	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+70	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+80	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00
4+90	N 89° 15' 00" E	100.00	100.00	90° 00' 00"	100.00

CERTIFICATE OF SURVEYOR

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Florida, do hereby certify that a copy of the original plan of the above described property was made under my direction on February 24, 1992 and that to the best of my professional knowledge and belief the copies of said plan as represented herein are true and correct. I declare under penalty of perjury that I am a duly qualified and licensed Surveyor of the State of Florida.

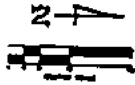
I, W. J. [Signature] Surveyor No. 72997

I, [Signature] Florida Certificate No. 3063

WE HEREBY UNITE HANDS AND SEALS WITH THE OFFICIAL SEAL OF THE PROFESSIONAL LAND SURVEYOR.

# CONDOMINIUM

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



LEG TABLE	
1	CONDOMINIUM UNIT
2	CONDOMINIUM UNIT
3	CONDOMINIUM UNIT
4	CONDOMINIUM UNIT
5	CONDOMINIUM UNIT
6	CONDOMINIUM UNIT
7	CONDOMINIUM UNIT
8	CONDOMINIUM UNIT
9	CONDOMINIUM UNIT
10	CONDOMINIUM UNIT
11	CONDOMINIUM UNIT
12	CONDOMINIUM UNIT
13	CONDOMINIUM UNIT
14	CONDOMINIUM UNIT
15	CONDOMINIUM UNIT
16	CONDOMINIUM UNIT
17	CONDOMINIUM UNIT
18	CONDOMINIUM UNIT
19	CONDOMINIUM UNIT
20	CONDOMINIUM UNIT
21	CONDOMINIUM UNIT
22	CONDOMINIUM UNIT
23	CONDOMINIUM UNIT
24	CONDOMINIUM UNIT
25	CONDOMINIUM UNIT
26	CONDOMINIUM UNIT
27	CONDOMINIUM UNIT
28	CONDOMINIUM UNIT
29	CONDOMINIUM UNIT
30	CONDOMINIUM UNIT
31	CONDOMINIUM UNIT
32	CONDOMINIUM UNIT
33	CONDOMINIUM UNIT
34	CONDOMINIUM UNIT
35	CONDOMINIUM UNIT
36	CONDOMINIUM UNIT
37	CONDOMINIUM UNIT
38	CONDOMINIUM UNIT
39	CONDOMINIUM UNIT
40	CONDOMINIUM UNIT
41	CONDOMINIUM UNIT
42	CONDOMINIUM UNIT
43	CONDOMINIUM UNIT
44	CONDOMINIUM UNIT
45	CONDOMINIUM UNIT
46	CONDOMINIUM UNIT
47	CONDOMINIUM UNIT
48	CONDOMINIUM UNIT
49	CONDOMINIUM UNIT
50	CONDOMINIUM UNIT
51	CONDOMINIUM UNIT
52	CONDOMINIUM UNIT
53	CONDOMINIUM UNIT
54	CONDOMINIUM UNIT
55	CONDOMINIUM UNIT
56	CONDOMINIUM UNIT
57	CONDOMINIUM UNIT
58	CONDOMINIUM UNIT
59	CONDOMINIUM UNIT
60	CONDOMINIUM UNIT
61	CONDOMINIUM UNIT
62	CONDOMINIUM UNIT
63	CONDOMINIUM UNIT
64	CONDOMINIUM UNIT
65	CONDOMINIUM UNIT
66	CONDOMINIUM UNIT
67	CONDOMINIUM UNIT
68	CONDOMINIUM UNIT
69	CONDOMINIUM UNIT
70	CONDOMINIUM UNIT
71	CONDOMINIUM UNIT
72	CONDOMINIUM UNIT
73	CONDOMINIUM UNIT
74	CONDOMINIUM UNIT
75	CONDOMINIUM UNIT
76	CONDOMINIUM UNIT
77	CONDOMINIUM UNIT
78	CONDOMINIUM UNIT
79	CONDOMINIUM UNIT
80	CONDOMINIUM UNIT
81	CONDOMINIUM UNIT
82	CONDOMINIUM UNIT
83	CONDOMINIUM UNIT
84	CONDOMINIUM UNIT
85	CONDOMINIUM UNIT
86	CONDOMINIUM UNIT
87	CONDOMINIUM UNIT
88	CONDOMINIUM UNIT
89	CONDOMINIUM UNIT
90	CONDOMINIUM UNIT
91	CONDOMINIUM UNIT
92	CONDOMINIUM UNIT
93	CONDOMINIUM UNIT
94	CONDOMINIUM UNIT
95	CONDOMINIUM UNIT
96	CONDOMINIUM UNIT
97	CONDOMINIUM UNIT
98	CONDOMINIUM UNIT
99	CONDOMINIUM UNIT
100	CONDOMINIUM UNIT

OR BOOK 1745

PAGE 000662

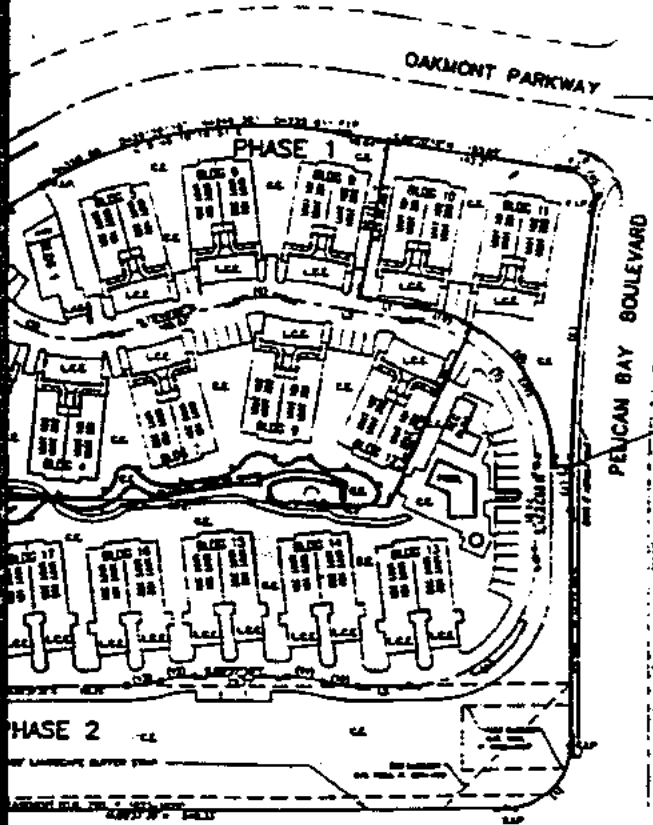


EXHIBIT 311 OF J. J. LIBHART

**LEGAL DESCRIPTION**  
 PHASE ONE, LESS THE NORTH 2000 FEET THEREOF, OF PELICAN BAY UNIT SURVEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16 AT PAGE 68 THROUGH 86 OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA.

*Handwritten signature and date:*  
 W. Lamar Evers, Inc.  
 7-28-92

OWNER	ROBINSON CLUB, INC.
DATE	7-28-92
PROJECT	MAP OF BOUNDARY SURVEY AND PLAT PLAN
PREPARED BY	W. LAMAR EVERS, INC.
DATE PREPARED	7-28-92
SCALE	AS SHOWN
FILE NO.	C-0483-5 SHEET 1 OF 7

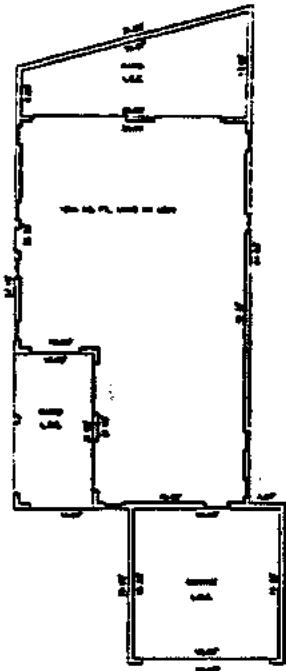


1745  
OR BOOK

000663  
PAGE

# BARRINGTON CLUB

- GENERAL NOTES**
1. ALL DIMENSIONS SHOWN ARE APPROXIMATE.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.



FIRST FLOOR

BUILDING 1 - FL



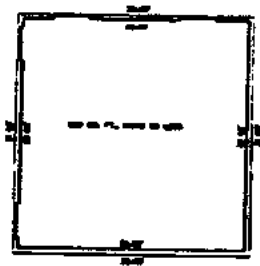
RECORDS MEMO: Legibility of writing. Typing or Printing unsatisfactory in this document when received.

# B CONDOMINIUM

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

OR BOOK 1745

PAGE 000664



SECOND FLOOR

EXHIBIT 'C' TO THE DECLARATION

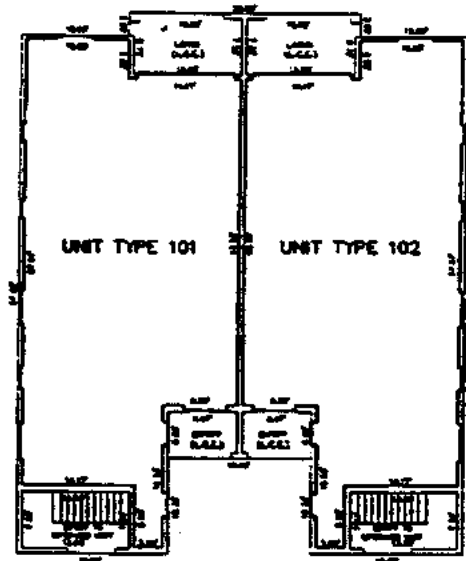
LOOR PLAN

DESIGNER	DATE	FLOOR	BARRINGTON CLUB, INC.
DRAWN	1/15/68	MEZ.	
CHECKED	SCALE		
DATE FILED	1" = 4'		
APPROVED	J.A.		
	1/15/68		
			<b>BARRINGTON CLUB CONDOMINIUM</b>
			<b>W. LAMAR EYERS, INC.</b>
			REGISTERED ARCHITECT
			200 WEST CENTER STREET, SUITE 7, SUITE FLORIDA 32004
			FILE NO. C-0483-5 SHEET 2 OF 7

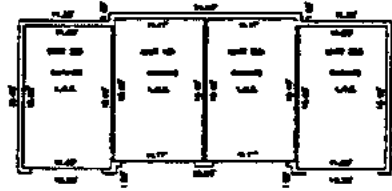
1745  
OR BOOK

000665  
PAGE

### BARRINGTON CLUB



- GENERAL NOTES**
1. ALL DIMENSIONS GIVEN ARE APPROXIMATE.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
  10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.



FIRST FLOOR PLAN

BUILDINGS 2 THRU



when received.

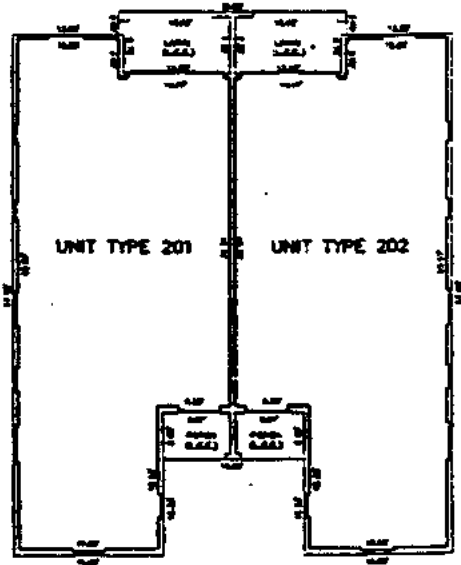
CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

### 3 CONDOMINIUM

OR BOOK  
1745

PAGE  
000666

EXHIBIT 'C' TO THE DECLARATION



LONGITUDINAL SECTION

SECOND FLOOR PLAN

OUGH 12

I hereby certify that the above is a true and correct copy of the original as shown to me by the architect or engineer who prepared the same, and that the same has been compared with the original and found to be a true and correct copy thereof.  
 \_\_\_\_\_  
 Notary Public

*W. Lamar Evers*  
 W. LAMAR EVERS, INC.  
 ARCHITECTS AND ENGINEERS  
 1000 BARRINGTON CLUB DRIVE  
 BARRINGTON, ILL. 60015

DESIGNER	DATE	CHECKED	BARRINGTON CLUB, INC.
DRAWN	1/20/82	SCALE	
CHECKED			BARRINGTON CLUB CONDOMINIUM
APPROVED			W. LAMAR EVERS, INC. ARCHITECTS AND ENGINEERS 1000 BARRINGTON CLUB DRIVE BARRINGTON, ILL. 60015
			C-0483-5 SHEET 3 OF 7

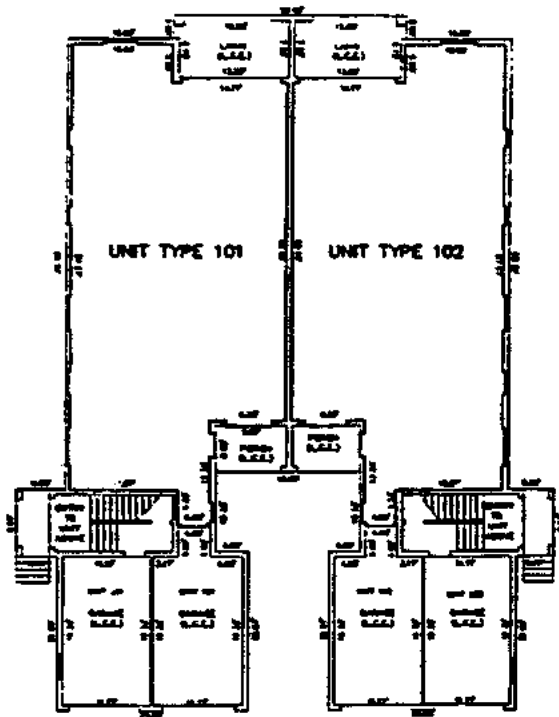
1745  
OR BOOK

000667  
PAGE

### BARRINGTON CLUB

Accuracy cannot be guaranteed  
of writing, typing or printing  
unsatisfactory in this document  
when received.

- GENERAL NOTES**
- 1. SEE ARCHITECT'S GENERAL NOTES
  - 2. SEE ARCHITECT'S GENERAL NOTES
  - 3. SEE ARCHITECT'S GENERAL NOTES
  - 4. SEE ARCHITECT'S GENERAL NOTES
  - 5. SEE ARCHITECT'S GENERAL NOTES
  - 6. SEE ARCHITECT'S GENERAL NOTES
  - 7. SEE ARCHITECT'S GENERAL NOTES
  - 8. SEE ARCHITECT'S GENERAL NOTES
  - 9. SEE ARCHITECT'S GENERAL NOTES
  - 10. SEE ARCHITECT'S GENERAL NOTES



FIRST FLOOR PLAN

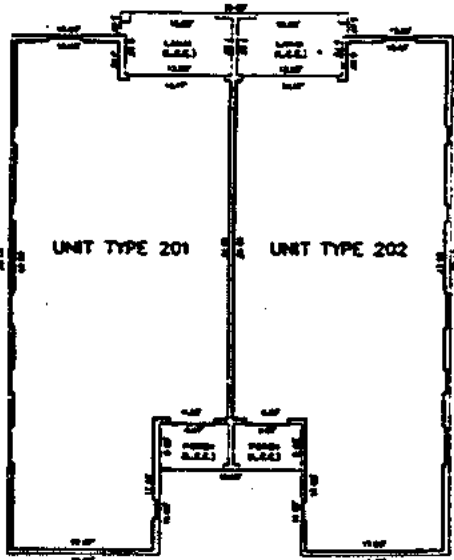
BUILDINGS 13 TH



# 3 CONDOMINIUM

OR BOOK 1745

PAGE 000668



LONGITUDINAL SECTION

EXHIBIT 'C' TO THE DECLARATION

SECOND FLOOR PLAN

ROUGH 23

DESIGNER	DATE	OWNER
W. LAMAR EVENS, INC.	7-29-97	BARRINGTON CLUB, INC.
SCALE	PROJECT	FILE
1" = 6'	BARRINGTON CLUB	
DATE	PROJECT	FILE
7-29-97	BARRINGTON CLUB	
PROJECT	PROJECT	FILE
BARRINGTON CLUB	BARRINGTON CLUB	
W. LAMAR EVENS, INC.		
REGISTERED ARCHITECTS		
1000 WEST OREGON STREET, SUITE 200, PORTLAND, OREGON 97204		
TEL: 503-255-1111 FAX: 503-255-1112		
C-0483-5 SHEET 4 OF 7		

When received.

1745  
OR BOOK

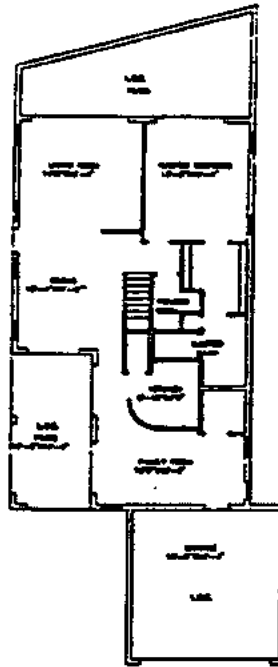
000669  
PAGE

BARRINGTON CLUB

of writing, typing or printing  
unsatisfactory in this document  
when received.

GENERAL NOTES

- 1. ALL DIMENSIONS SHOWN ARE APPROXIMATE.
- 2. ALL WALLS ARE CONCRETE UNLESS NOTED OTHERWISE.
- 3. ALL FLOORS ARE CONCRETE UNLESS NOTED OTHERWISE.
- 4. ALL CEILING ARE CONCRETE UNLESS NOTED OTHERWISE.
- 5. ALL DOORS ARE SWUNG UNLESS NOTED OTHERWISE.
- 6. ALL WINDOWS ARE DOUBLE GLAZED UNLESS NOTED OTHERWISE.
- 7. ALL STAIRS ARE CONCRETE UNLESS NOTED OTHERWISE.
- 8. ALL ROOFS ARE CONCRETE UNLESS NOTED OTHERWISE.
- 9. ALL UTILITIES ARE SHOWN UNLESS NOTED OTHERWISE.
- 10. ALL FINISHES ARE AS SHOWN UNLESS NOTED OTHERWISE.



FIRST FLOOR

BUILDING 1 - UN

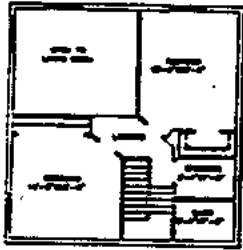


CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

# CONDOMINIUM

1745  
OR BOOK

000670  
PAGE



SECOND FLOOR

EXHIBIT 'D' TO THE 'D' DECLARATION

IT PLAN

NOTES: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE SPECIFIED. ALL DOORS ARE 3'0" WIDE UNLESS OTHERWISE SPECIFIED. ALL FLOORS ARE TO BE FINISHED WITH 1/2" GYP BOARD UNLESS OTHERWISE SPECIFIED. ALL CEILING ARE TO BE FINISHED WITH 1/2" GYP BOARD UNLESS OTHERWISE SPECIFIED. ALL ROOF ARE TO BE FINISHED WITH 2" GYP BOARD UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR WALLS ARE TO BE FINISHED WITH 1/2" GYP BOARD UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR ROOF ARE TO BE FINISHED WITH 2" GYP BOARD UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR FLOORS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR STAIRS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR BALCONIES ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR PATIOS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR DRIVEWAYS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR SIDEWALKS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR STAIRS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR BALCONIES ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR PATIOS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR DRIVEWAYS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED. ALL EXTERIOR SIDEWALKS ARE TO BE FINISHED WITH 4" CONCRETE UNLESS OTHERWISE SPECIFIED.

*Handwritten signature and date: W. Lamar Evers, 7-29-92*

OWNER	BARRINGTON CLUB, INC.
ARCHITECT	W. LAMAR EVERS, INC.
ENGINEER	W. LAMAR EVERS, INC.
DATE	7-29-92
<b>BARRINGTON CLUB CONDOMINIUM</b>	
<b>W. LAMAR EVERS, INC.</b> <small>REGISTERED ARCHITECT AND ENGINEER 1000 WEST GULF BLVD., SUITE 200 TALLAHASSEE, FLORIDA 32304</small>	
PLN NO. C-0483-5 SHEET 5 OF 7	

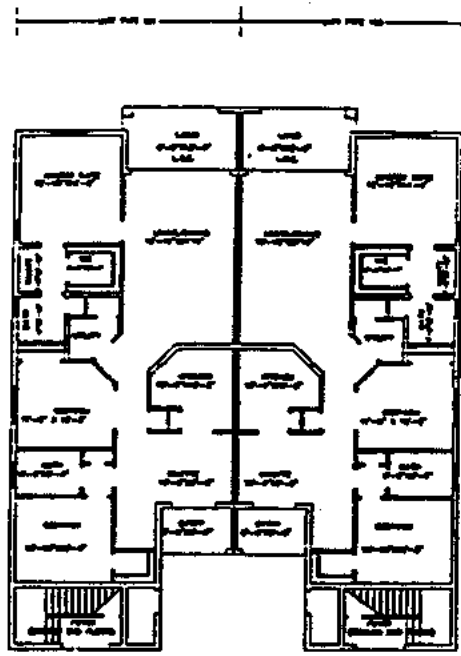


1745  
OR BOOK

000671  
PAGE

### BARRINGTON CLUB

of writing. Typing or Printing  
unsatisfactory in this document  
when received.



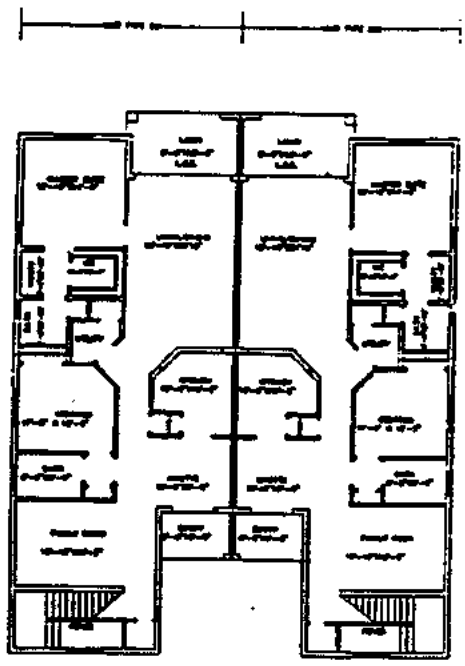
- GENERAL NOTES**
- 1. All existing conditions shown.
  - 2. All new work shown in solid lines.
  - 3. All existing work shown in dashed lines.
  - 4. All work to be done in accordance with the code.
  - 5. All work to be done in accordance with the code.
  - 6. All work to be done in accordance with the code.
  - 7. All work to be done in accordance with the code.
  - 8. All work to be done in accordance with the code.
  - 9. All work to be done in accordance with the code.
  - 10. All work to be done in accordance with the code.

BUILDINGS 2 THRU



CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

# CONDOMINIUM



OR BOOK 1745  
PAGE 000672

EXHIBIT 'D' TO THE DECLARATION

OUGH 12

*Handwritten:* 267292  
*Signature:* [Illegible]

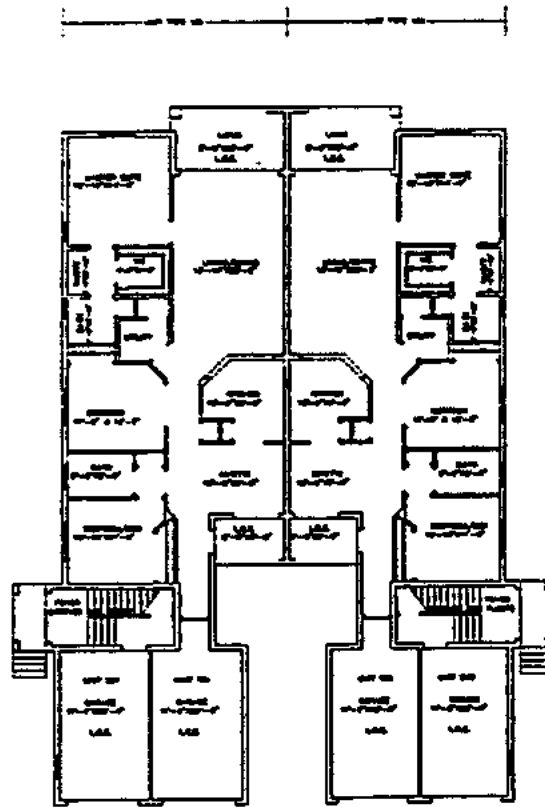
THIS PLAN SHOWS THE GENERAL LAYOUT OF THE CONDOMINIUM UNITS AND COMMON AREAS. THE EXACT DIMENSIONS AND LOCATIONS OF THE UNITS AND COMMON AREAS SHALL BE DETERMINED BY THE SURVEYOR'S FIELD NOTES AND THE RECORDING OFFICE'S RECORDS.

OWNER:	BARRINGTON CLUB, INC.
PROJECT:	BARRINGTON CLUB CONDOMINIUM
DESIGNER:	W. LAMAR EYERS, INC.
DATE:	NOVEMBER 1984
FILE NO.:	C-0483-5 SHEET 5 OF 7

1745  
OR BOOK

000673  
PAGE

### BARRINGTON CLUB



**GENERAL NOTES**

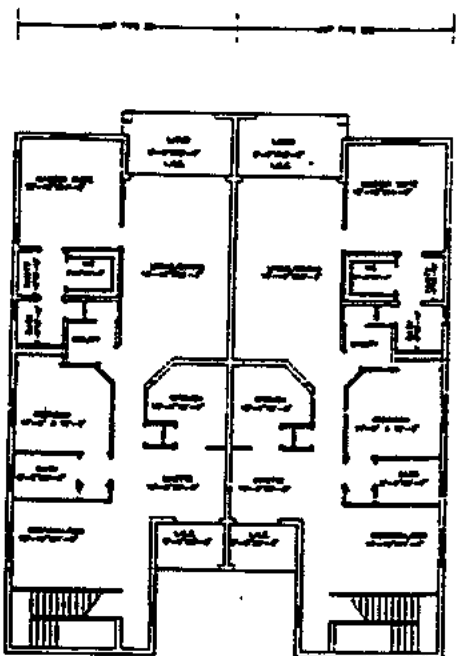
1. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
2. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
3. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
4. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
5. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
6. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
7. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
8. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
9. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.
10. ALL ROOMS ARE TO BE FINISHED TO THE CENTERLINE OF THE WALLS.

BUILDINGS 13 THRU 15



CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

# 3 CONDOMINIUM



OR BOOK

1745

PAGE

000674

EXHIBIT 'D' TO THE DECLARATION

OUGH 23

7092  
 [Signature]

REVISION:	DATE:	BY:	OWNER:
DESCRIPTION:	DATE:	BY:	BARRINGTON CLUB INC.
OWNER:	DATE:	BY:	BARRINGTON CLUB
DATE:	DATE:	BY:	CONDOMINIUM
DATE:	DATE:	BY:	W. LAMAR EYERS, INC.
DATE:	DATE:	BY:	7305 WEST CENTER STREET, SUITE 100, HOUSTON, TEXAS 77036
DATE:	DATE:	BY:	PLAT NO. C-0483-S SHEET 7 OF 7

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

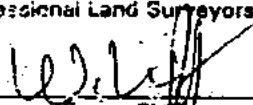
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 2 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration described the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 2 and that the identification, location and dimensions of the common elements of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 13465

Date: 8/12/92

W.O. 0483  
August 12, 1992

OR BOOK 1745

PAGE 000738

1745  
OR BOOK

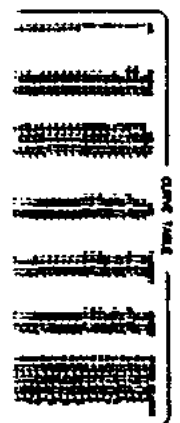
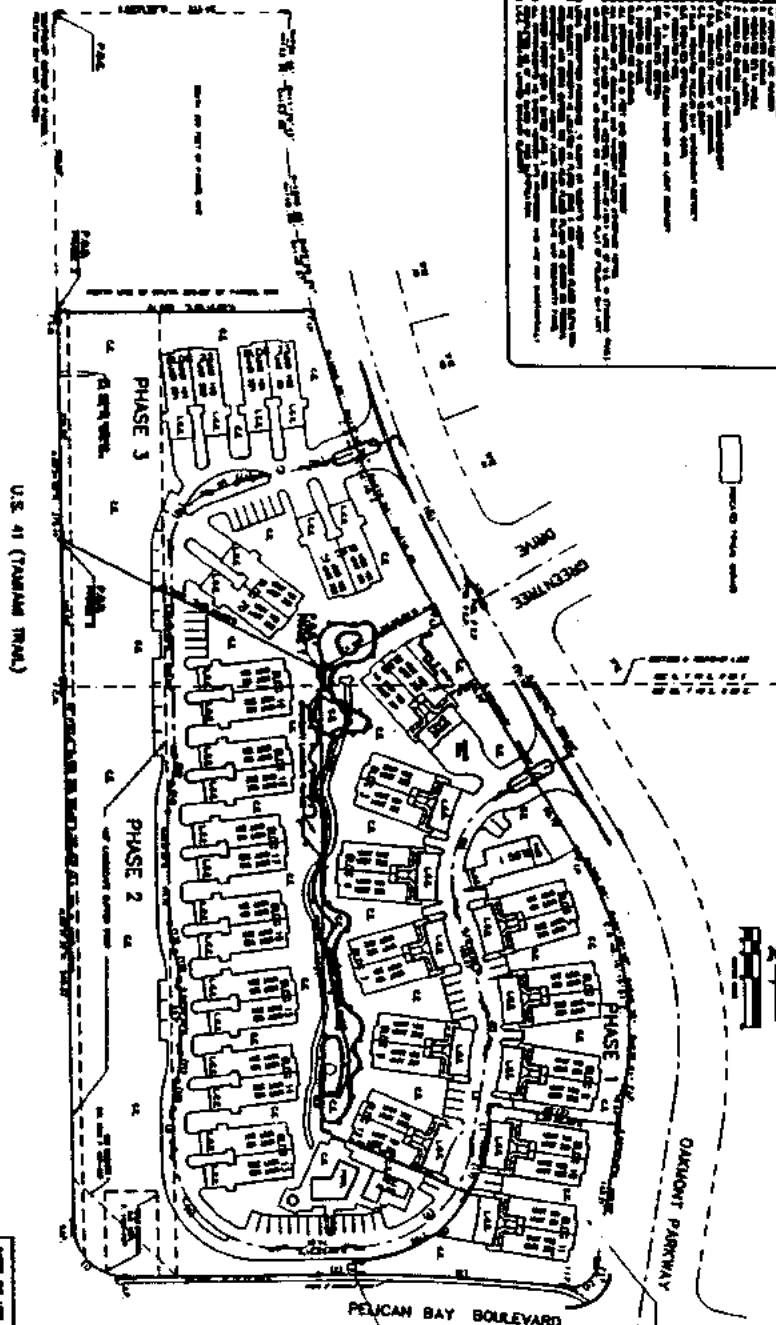
000739  
PAGE

# BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 2

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**GENERAL NOTES**

1. THIS PLAN IS A PART OF THE RECORDING OF THE DECLARATION OF THE BARRINGTON CLUB CONDOMINIUM, PHASE ONE, BUILDING TWO, AND IS TO BE CONSIDERED IN CONNECTION WITH SAID DECLARATION.
2. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
3. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
4. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
5. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
6. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
7. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
8. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
9. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.
10. THE CONDOMINIUM IS TO BE CONSIDERED AS A SINGLE UNIT FOR THE PURPOSES OF THE DECLARATION.



NO.	DESCRIPTION	DATE	BY
1	PREPARED BY ARCHITECT		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

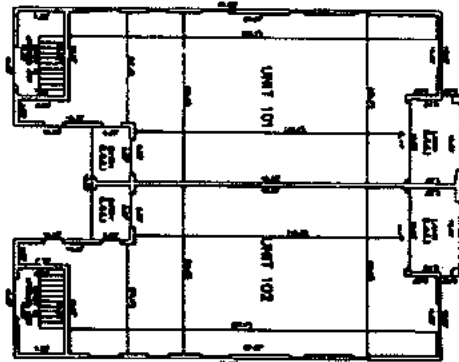
EXHIBIT "B" TO THE DECLARATION

1745  
OR BOOK

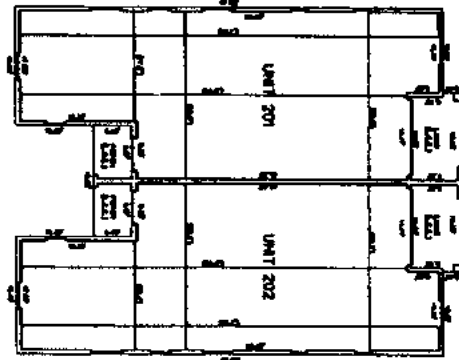
000740  
PAGE

**BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 2**

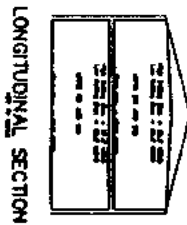
UNIT 101  
UNIT 102  
UNIT 201  
UNIT 202



FIRST FLOOR PLAN



SECOND FLOOR PLAN



LONGITUDINAL SECTION

*[Signature]*

NO. 1745	NO. 000740
DATE 12/15/05	DATE 12/15/05
BY [Signature]	BY [Signature]
BARRINGTON CLUB CONDOMINIUM	
NO. 1745	
NO. 000740	

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors


**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 3 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 3 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465  


Date: 8-19-92

W.O. 0483  
August 14, 1992

483.b3

OR BOOK  
1745

PAGE  
000741

RECORDERS NOTE: Legibility of writing, Typing or Printing unsatisfactory in this document when received.

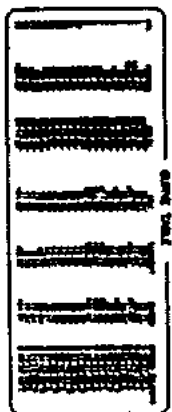
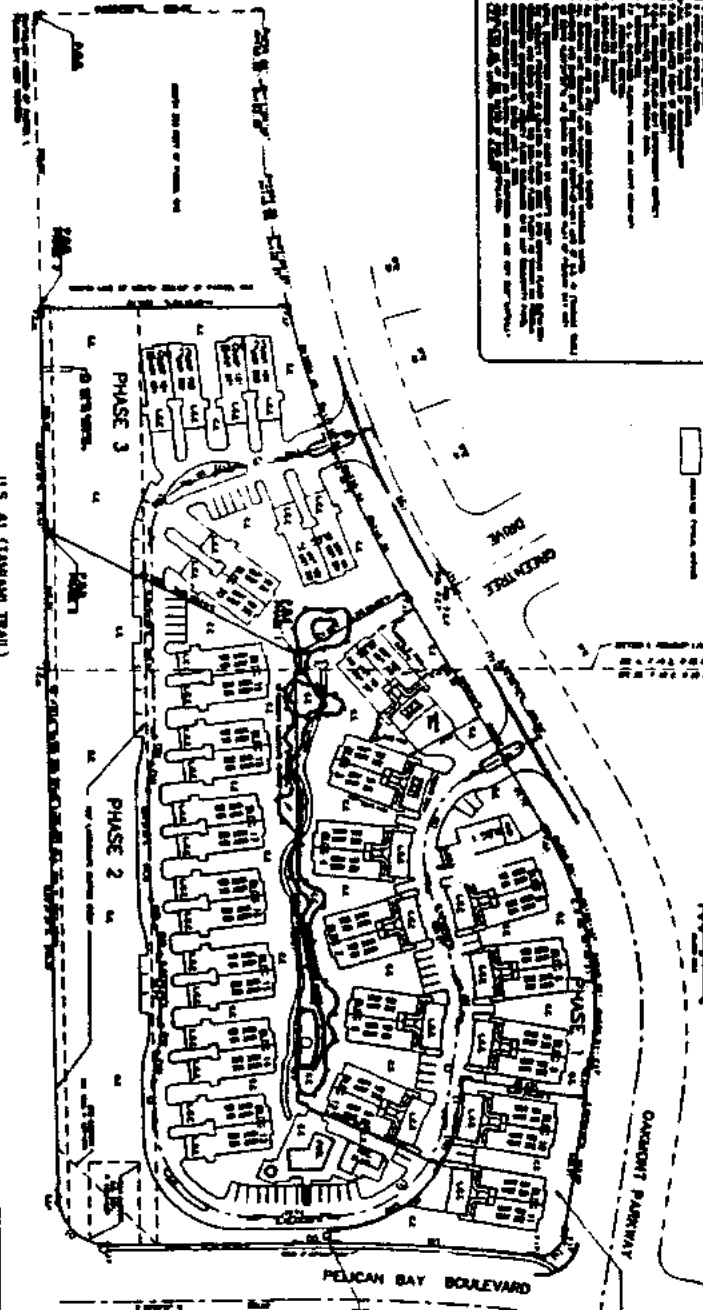


# BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 3

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**LEGEND**

1. Common Area  
2. Common Area  
3. Common Area  
4. Common Area  
5. Common Area  
6. Common Area  
7. Common Area  
8. Common Area  
9. Common Area  
10. Common Area  
11. Common Area  
12. Common Area  
13. Common Area  
14. Common Area  
15. Common Area  
16. Common Area  
17. Common Area  
18. Common Area  
19. Common Area  
20. Common Area  
21. Common Area  
22. Common Area  
23. Common Area  
24. Common Area  
25. Common Area  
26. Common Area  
27. Common Area  
28. Common Area  
29. Common Area  
30. Common Area  
31. Common Area  
32. Common Area  
33. Common Area  
34. Common Area  
35. Common Area  
36. Common Area  
37. Common Area  
38. Common Area  
39. Common Area  
40. Common Area  
41. Common Area  
42. Common Area  
43. Common Area  
44. Common Area  
45. Common Area  
46. Common Area  
47. Common Area  
48. Common Area  
49. Common Area  
50. Common Area  
51. Common Area  
52. Common Area  
53. Common Area  
54. Common Area  
55. Common Area  
56. Common Area  
57. Common Area  
58. Common Area  
59. Common Area  
60. Common Area  
61. Common Area  
62. Common Area  
63. Common Area  
64. Common Area  
65. Common Area  
66. Common Area  
67. Common Area  
68. Common Area  
69. Common Area  
70. Common Area  
71. Common Area  
72. Common Area  
73. Common Area  
74. Common Area  
75. Common Area  
76. Common Area  
77. Common Area  
78. Common Area  
79. Common Area  
80. Common Area  
81. Common Area  
82. Common Area  
83. Common Area  
84. Common Area  
85. Common Area  
86. Common Area  
87. Common Area  
88. Common Area  
89. Common Area  
90. Common Area  
91. Common Area  
92. Common Area  
93. Common Area  
94. Common Area  
95. Common Area  
96. Common Area  
97. Common Area  
98. Common Area  
99. Common Area  
100. Common Area



**CERTIFICATE OF BARRINGTON CLUB CONDOMINIUM**

I, the undersigned, being duly qualified, do hereby certify that the above is a true and correct copy of the original as filed in the office of the County Clerk of the County of Clatsop, Oregon, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public for Oregon

**W. L. LARSEN, INC.**  
Architects  
1000 Commercial Street  
Astoria, Oregon

OWNER	BARRINGTON CLUB, INC.
DEVELOPER	W. L. LARSEN, INC.
ARCHITECT	W. L. LARSEN, INC.
ENGINEER	W. L. LARSEN, INC.
DATE	19____
PROJECT	BARRINGTON CLUB CONDOMINIUM
PHASE	PHASE ONE - BUILDING 3
BOOK	
PAGE	

**LEGAL DESCRIPTION**

That certain lot or lots of land, more particularly described as follows, to-wit:

\_\_\_\_\_

**NOTICE TO CONTRACTORS**

Notice is hereby given that the undersigned, being duly qualified, do hereby certify that the above is a true and correct copy of the original as filed in the office of the County Clerk of the County of Clatsop, Oregon, on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Notary Public for Oregon

EXHIBIT "B" TO THE DECLARATION

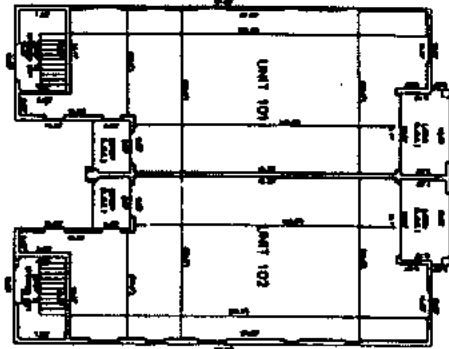
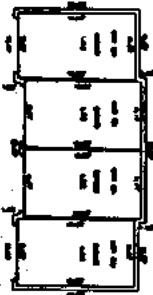
of writing. Typing or Printing  
unsatisfactory in this document  
when received.

**BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 3**

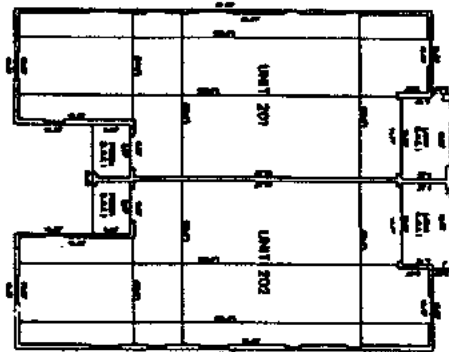
CONDOMINIUM BOOK PAGE

UNIT 101  
UNIT 102  
UNIT 201  
UNIT 202

FIRST FLOOR PLAN



SECOND FLOOR PLAN



LONGITUDINAL SECTION



<p><i>[Signature]</i></p> <p>W. JAMES P. ... ARCHITECT</p>	<p>BARRINGTON CLUB CONDOMINIUM</p> <p>PHASE ONE - BUILDING 3 SHEET 2 OF 2</p>
--	---

EXHIBIT 'C' TO THE DECLARATION

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA

1745  
OR BOOK

000743  
PAGE

REC 17.00  
PRN 2.50  
DOC  
INT  
IND

01619279

1992 AUG 21 PM 1:42

COLLIER COUNTY

RECORDED

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

Per Clerk of Court

OR BOOK

1746

**AMENDMENT NUMBER ONE TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618, of the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 5, Phase One of said condominium.

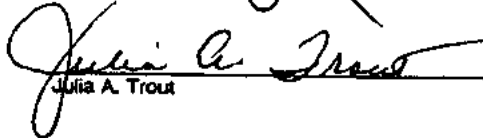
PAGE 000798

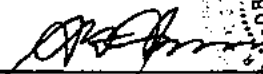
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on August 20, 1992.

Signed, sealed and delivered in our presence:

  
Stephen Crawford

BARRINGTON CLUB, INC.

  
Julia A. Trout

By:   
Richard F. Corace, President




State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Richard F. Corace, President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on August 20, 1992.

(Notarial Seal)

  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

**W. LAMAR EVERS, INC.**  
**Professional Land Surveyors**

**BARRINGTON CLUB CONDOMINIUM**

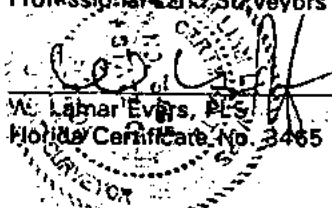
**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 5 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 5 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

OR BOOK 1746

W. LAMAR EVERS, INC.  
Professional Land Surveyors



PLS

Date: 8-20-92

PAGE 000799

W.O. 0483  
August 20, 1992

483.b5

# BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 5

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**GENERAL NOTES**

1. THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
2. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A SURVEY OF THE PROPERTY.
3. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A SURVEY OF THE PROPERTY.
4. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A SURVEY OF THE PROPERTY.
5. THE ARCHITECT HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE EXISTING CONDITIONS AND HAS NOT CONDUCTED A SURVEY OF THE PROPERTY.

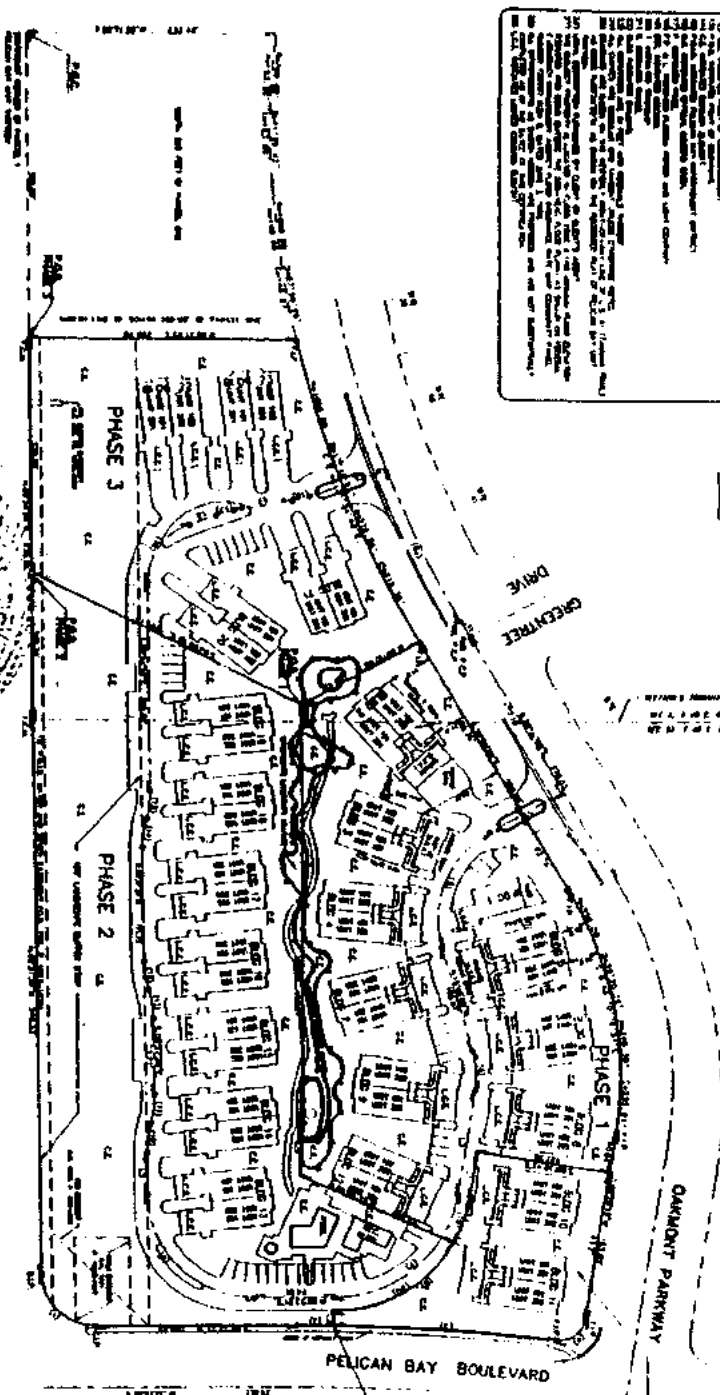
**UNIT TABLE**

UNIT NO.	SQ. FT.	TYPE
101	1,200	1 BR
102	1,200	1 BR
103	1,200	1 BR
104	1,200	1 BR
105	1,200	1 BR
106	1,200	1 BR
107	1,200	1 BR
108	1,200	1 BR
109	1,200	1 BR
110	1,200	1 BR
111	1,200	1 BR
112	1,200	1 BR
113	1,200	1 BR
114	1,200	1 BR
115	1,200	1 BR
116	1,200	1 BR
117	1,200	1 BR
118	1,200	1 BR
119	1,200	1 BR
120	1,200	1 BR
121	1,200	1 BR
122	1,200	1 BR
123	1,200	1 BR
124	1,200	1 BR
125	1,200	1 BR
126	1,200	1 BR
127	1,200	1 BR
128	1,200	1 BR
129	1,200	1 BR
130	1,200	1 BR
131	1,200	1 BR
132	1,200	1 BR
133	1,200	1 BR
134	1,200	1 BR
135	1,200	1 BR
136	1,200	1 BR
137	1,200	1 BR
138	1,200	1 BR
139	1,200	1 BR
140	1,200	1 BR
141	1,200	1 BR
142	1,200	1 BR
143	1,200	1 BR
144	1,200	1 BR
145	1,200	1 BR
146	1,200	1 BR
147	1,200	1 BR
148	1,200	1 BR
149	1,200	1 BR
150	1,200	1 BR
151	1,200	1 BR
152	1,200	1 BR
153	1,200	1 BR
154	1,200	1 BR
155	1,200	1 BR
156	1,200	1 BR
157	1,200	1 BR
158	1,200	1 BR
159	1,200	1 BR
160	1,200	1 BR
161	1,200	1 BR
162	1,200	1 BR
163	1,200	1 BR
164	1,200	1 BR
165	1,200	1 BR
166	1,200	1 BR
167	1,200	1 BR
168	1,200	1 BR
169	1,200	1 BR
170	1,200	1 BR
171	1,200	1 BR
172	1,200	1 BR
173	1,200	1 BR
174	1,200	1 BR
175	1,200	1 BR
176	1,200	1 BR
177	1,200	1 BR
178	1,200	1 BR
179	1,200	1 BR
180	1,200	1 BR
181	1,200	1 BR
182	1,200	1 BR
183	1,200	1 BR
184	1,200	1 BR
185	1,200	1 BR
186	1,200	1 BR
187	1,200	1 BR
188	1,200	1 BR
189	1,200	1 BR
190	1,200	1 BR
191	1,200	1 BR
192	1,200	1 BR
193	1,200	1 BR
194	1,200	1 BR
195	1,200	1 BR
196	1,200	1 BR
197	1,200	1 BR
198	1,200	1 BR
199	1,200	1 BR
200	1,200	1 BR

**LEGAL DESCRIPTION**

SECTION 10, T1N, R12E, S12E, RANGE 12 EAST, TOWNSHIP 1 NORTH, RANGE 12 EAST, COUNTY OF CLATSOP, STATE OF OREGON.

8-20-91



**UNIT TABLE**

UNIT NO.	SQ. FT.	TYPE
101	1,200	1 BR
102	1,200	1 BR
103	1,200	1 BR
104	1,200	1 BR
105	1,200	1 BR
106	1,200	1 BR
107	1,200	1 BR
108	1,200	1 BR
109	1,200	1 BR
110	1,200	1 BR
111	1,200	1 BR
112	1,200	1 BR
113	1,200	1 BR
114	1,200	1 BR
115	1,200	1 BR
116	1,200	1 BR
117	1,200	1 BR
118	1,200	1 BR
119	1,200	1 BR
120	1,200	1 BR
121	1,200	1 BR
122	1,200	1 BR
123	1,200	1 BR
124	1,200	1 BR
125	1,200	1 BR
126	1,200	1 BR
127	1,200	1 BR
128	1,200	1 BR
129	1,200	1 BR
130	1,200	1 BR
131	1,200	1 BR
132	1,200	1 BR
133	1,200	1 BR
134	1,200	1 BR
135	1,200	1 BR
136	1,200	1 BR
137	1,200	1 BR
138	1,200	1 BR
139	1,200	1 BR
140	1,200	1 BR
141	1,200	1 BR
142	1,200	1 BR
143	1,200	1 BR
144	1,200	1 BR
145	1,200	1 BR
146	1,200	1 BR
147	1,200	1 BR
148	1,200	1 BR
149	1,200	1 BR
150	1,200	1 BR
151	1,200	1 BR
152	1,200	1 BR
153	1,200	1 BR
154	1,200	1 BR
155	1,200	1 BR
156	1,200	1 BR
157	1,200	1 BR
158	1,200	1 BR
159	1,200	1 BR
160	1,200	1 BR
161	1,200	1 BR
162	1,200	1 BR
163	1,200	1 BR
164	1,200	1 BR
165	1,200	1 BR
166	1,200	1 BR
167	1,200	1 BR
168	1,200	1 BR
169	1,200	1 BR
170	1,200	1 BR
171	1,200	1 BR
172	1,200	1 BR
173	1,200	1 BR
174	1,200	1 BR
175	1,200	1 BR
176	1,200	1 BR
177	1,200	1 BR
178	1,200	1 BR
179	1,200	1 BR
180	1,200	1 BR
181	1,200	1 BR
182	1,200	1 BR
183	1,200	1 BR
184	1,200	1 BR
185	1,200	1 BR
186	1,200	1 BR
187	1,200	1 BR
188	1,200	1 BR
189	1,200	1 BR
190	1,200	1 BR
191	1,200	1 BR
192	1,200	1 BR
193	1,200	1 BR
194	1,200	1 BR
195	1,200	1 BR
196	1,200	1 BR
197	1,200	1 BR
198	1,200	1 BR
199	1,200	1 BR
200	1,200	1 BR

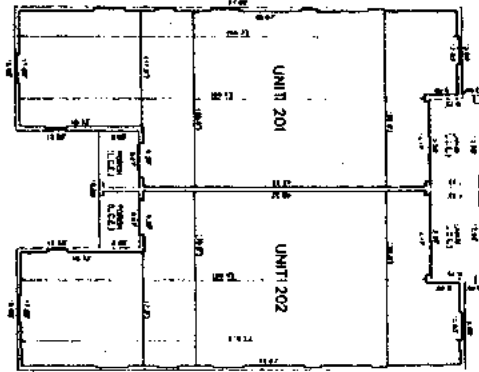
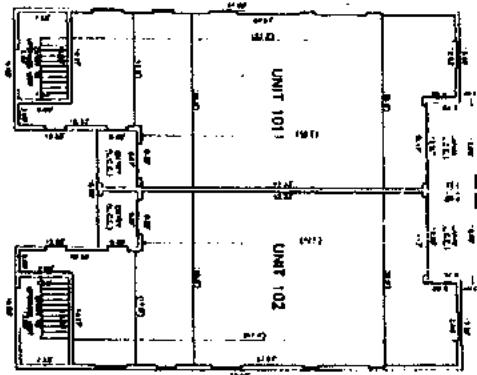
**W. LAVERN EYMAN, INC.**  
 ARCHITECT  
 1000 W. BROADWAY  
 PORTLAND, OREGON 97201  
 TEL: 503-241-1100

OR: 3063 PG: 0211

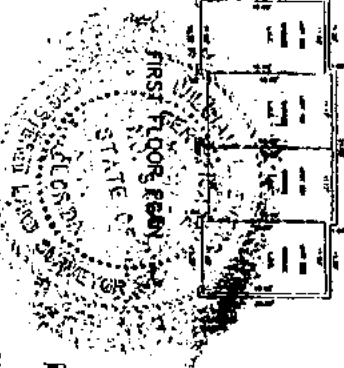
BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 5

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

UNIT 101  
UNIT 102  
UNIT 201  
UNIT 202



LONGITUDINAL SECTION



SECOND FLOOR PLAN

PROJECT NO.	BARRINGTON CLUB INC.
OWNER	BARRINGTON CLUB CONDOMINIUM
DESIGNER	W. JAMES EYER, INC.
DATE	5-6-82
SCALE	AS SHOWN
PROJECT	BARRINGTON CLUB CONDOMINIUM
NO.	0-0183-9
REV.	2 OF 2

Recorded and Verified  
in Public Records of  
COLLIER COUNTY, FLORIDA  
JAMES C. GILES

REC 900  
PRM 150  
DO-  
INT  
IND

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

Per Clerk of Court

AMENDMENT NUMBER TWO TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618, of the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.403(6), Florida Statutes, hereby amends Section 1.1.1 to submit the lands in Phase 4 to condominium ownership.

THEREFORE, henceforth Section 1 - PURPOSE, §1.1 Submission, of the Declaration of Condominium for Barrington Club Condominium shall read as follows:

SECTION 1  
PURPOSE

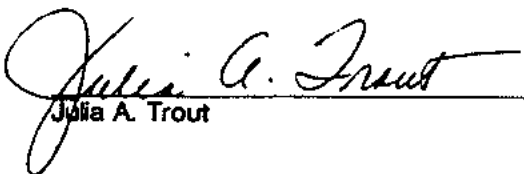
1.1. Submission. The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described as Phases 1, 2, and 3 and 4 in Exhibit "A" hereto annexed and made a part hereof and the improvements on such lands to the condominium form of ownership and use upon the terms and conditions herein set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on August 28, 1992.

Signed, sealed and delivered in our presence:

  
J. Stephen Crawford

BARRINGTON CLUB, INC.

  
Julia A. Trout

By:   
Tom M. High, Vice President

1992 AUG 27 PM 1:44

RECORDED

01620636

COLLIER COUNTY

OR BOOK

1747

PAGE

01421

State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on August 20, 1992.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

OR BOOK 1747

PAGE 001422

Recorded and verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
JAMES C. GILES CLERK



01631709

1992 OCT -6 PM 3:15

COLLIER COUNTY

RECORDED

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

REC  
PRM  
DOC  
INT  
IND

**AMENDMENT NUMBER THREE TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618, Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798, and Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421, of the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 6, Phase One of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on October 6, 1992.

Signed, sealed and delivered in our presence:

*J. Stephen Crawford*  
J. Stephen Crawford

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout

By: *Tom M. High*  
Tom M. High, Vice President

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on October 6, 1992.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

OR BOOK 1758  
PAGE 001742

1753  
OR BOOK

001743  
PAGE

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

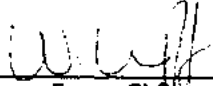
**BARRINGTON CLUB CONDOMINIUM**

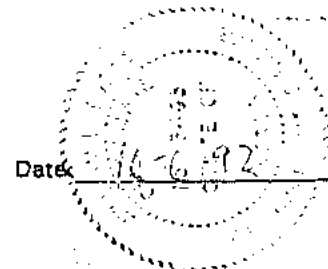
**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 6 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 6 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

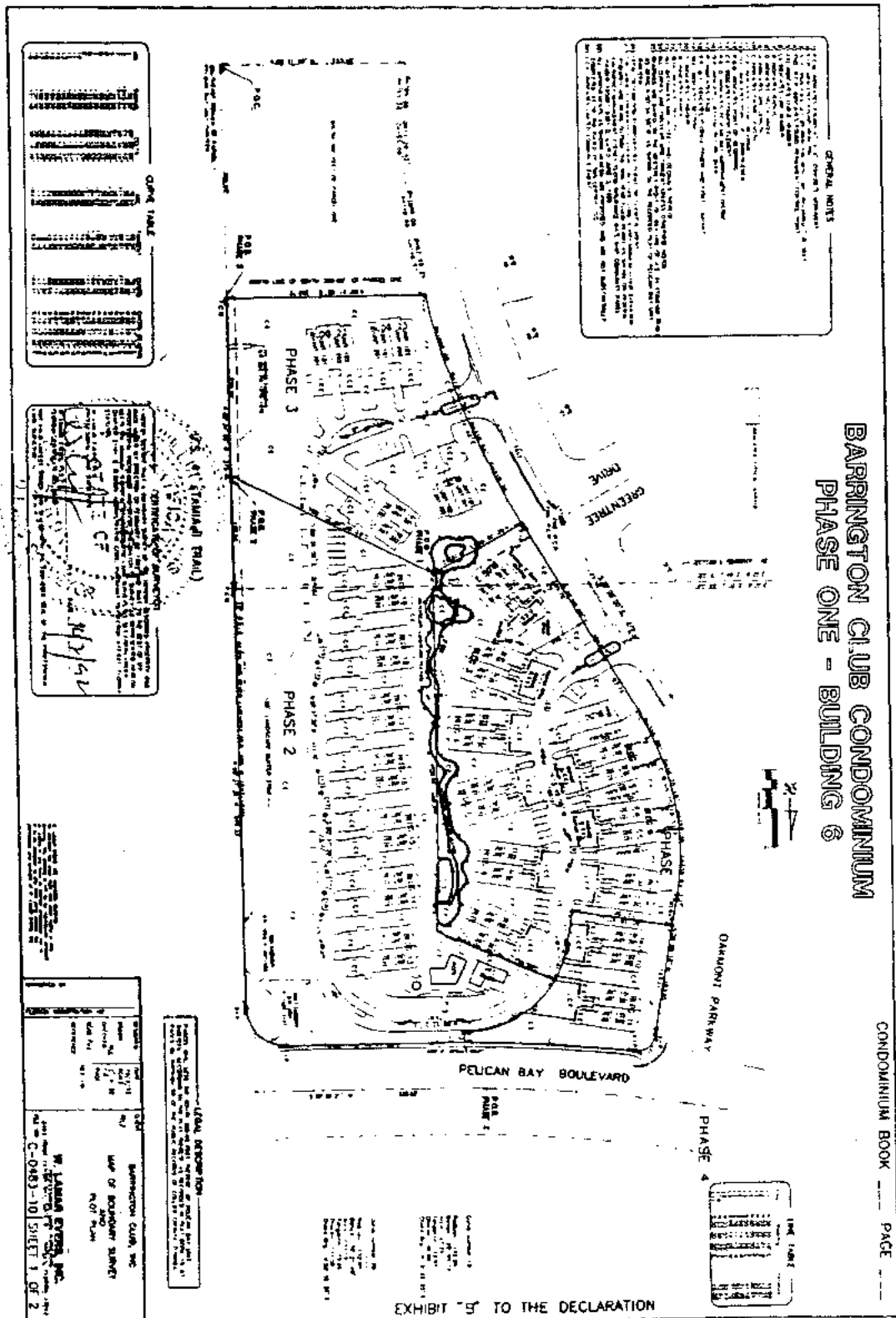
  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465



W.O. 0483  
October 5, 1992

483.b6

RECORDS MEMO: Legibility  
of writing, Typing or Printing  
unsatisfactory in this document  
when received.



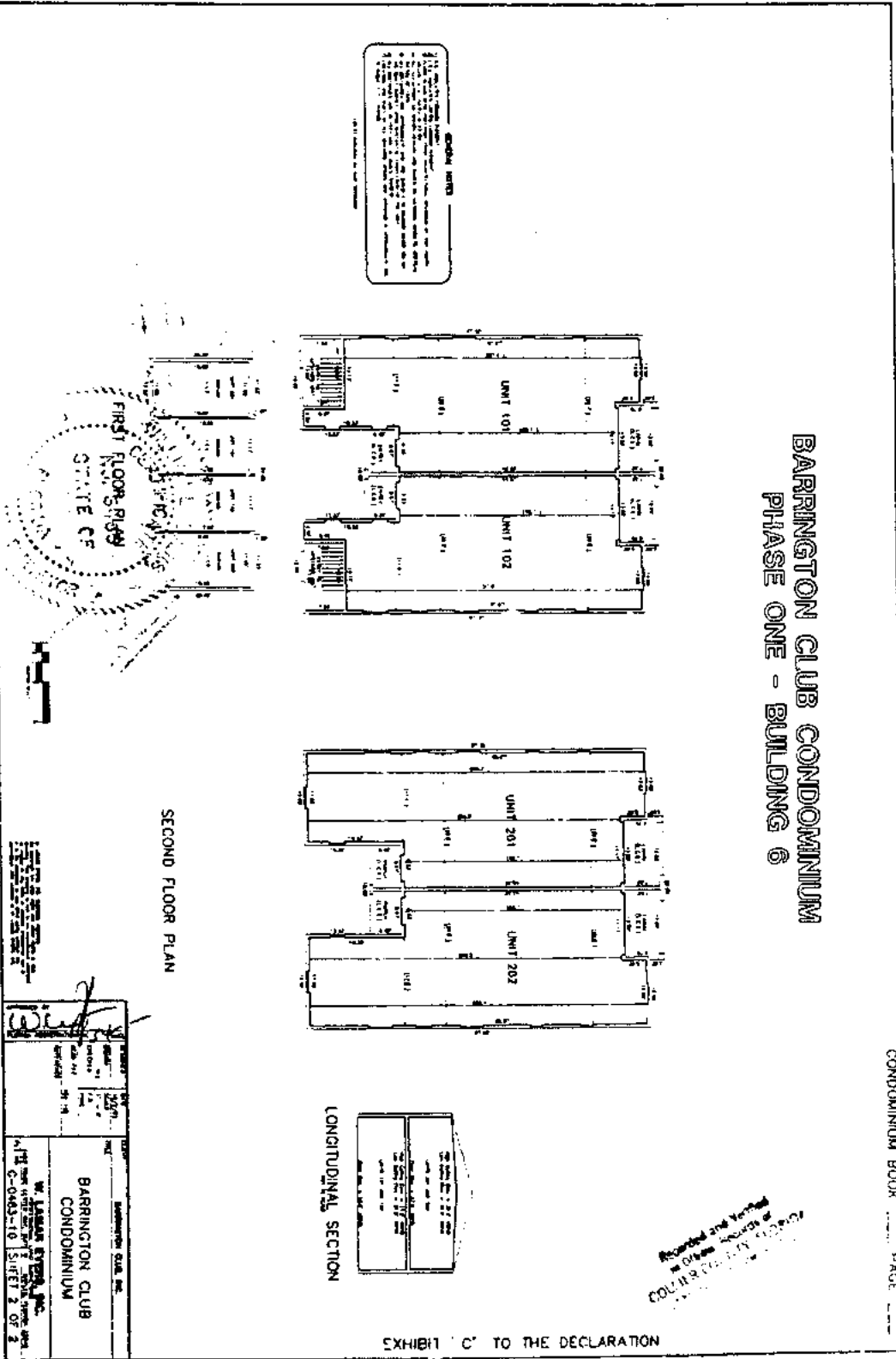
BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 6

CONDOMINIUM BOOK PAGE

OR: 3063 PG: 0217

EXHIBIT "5" TO THE DECLARATION

BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 6



CONDOMINIUM BOOK PAGE

Recorded and Verified  
in Office Records of  
COUNTY OF HENRICO  
RECORDED

EXHIBIT 'C' TO THE DECLARATION

<p><i>[Signature]</i></p> <p>W. LAMAR STEVENSON, JR. BARRINGTON CLUB CONDOMINIUM</p>	<p>UNIT NO. 101</p> <p>DATE: 10/15/98</p> <p>BY: [Signature]</p>
--	--

*return to*  
This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

REC 1744 AMENDMENT NUMBER FOUR TO DECLARATION OF CONDOMINIUM  
PRM 2.50 FOR  
DOC \_\_\_\_\_ BARRINGTON CLUB CONDOMINIUM  
INT \_\_\_\_\_  
IND \_\_\_\_\_

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618, Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798, and Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421, and Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 8, 1992, in Official Records Book 1758, page 1742, of the Public Records of Collier County, Florida, acting pursuant to the provisions of § 718.104(4)(e) and § 718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 4, Phase One of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on October 9, 1992.

Signed, sealed and delivered in our presence:

*Vicki L. West*  
Vicki L. West

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout

By: *Tom M. High*  
Tom M. High, Vice President

State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on October 9, 1992.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

1992 OCT 13 PM 1:56

RECORDED

01633981

COLLIER COUNTY

BOOK

1760

PAGE

002152

UR: 5065 PG: 0219

1760

02153

OR BOOK

PAGE

**W. LAMAR EVERS, INC.**  
**Professional Land Surveyors**

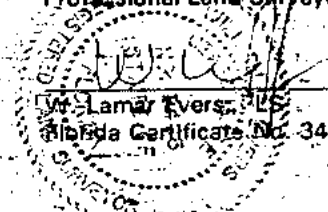
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 4 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 4 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors



PLS

Date:

10-9-92

W. Lamar Evers, PLS  
Florida Certificate No. 3465

W.O. 0483  
October 9, 1992

483.B4

Phone: (813) 353-9300

4724 - D Golden Gate Parkway  
Naples, Florida 33999

Fax: (513) 353-8101

OR: 3063 PG: 0220

REPRODUCERS PLEASE: LEGIBILITY of writing, Typing or Printing unsatisfactory in this document when received.

1730

002154

PAGE 300K  
BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 4

CONDOMINIUM BOOK PAGE

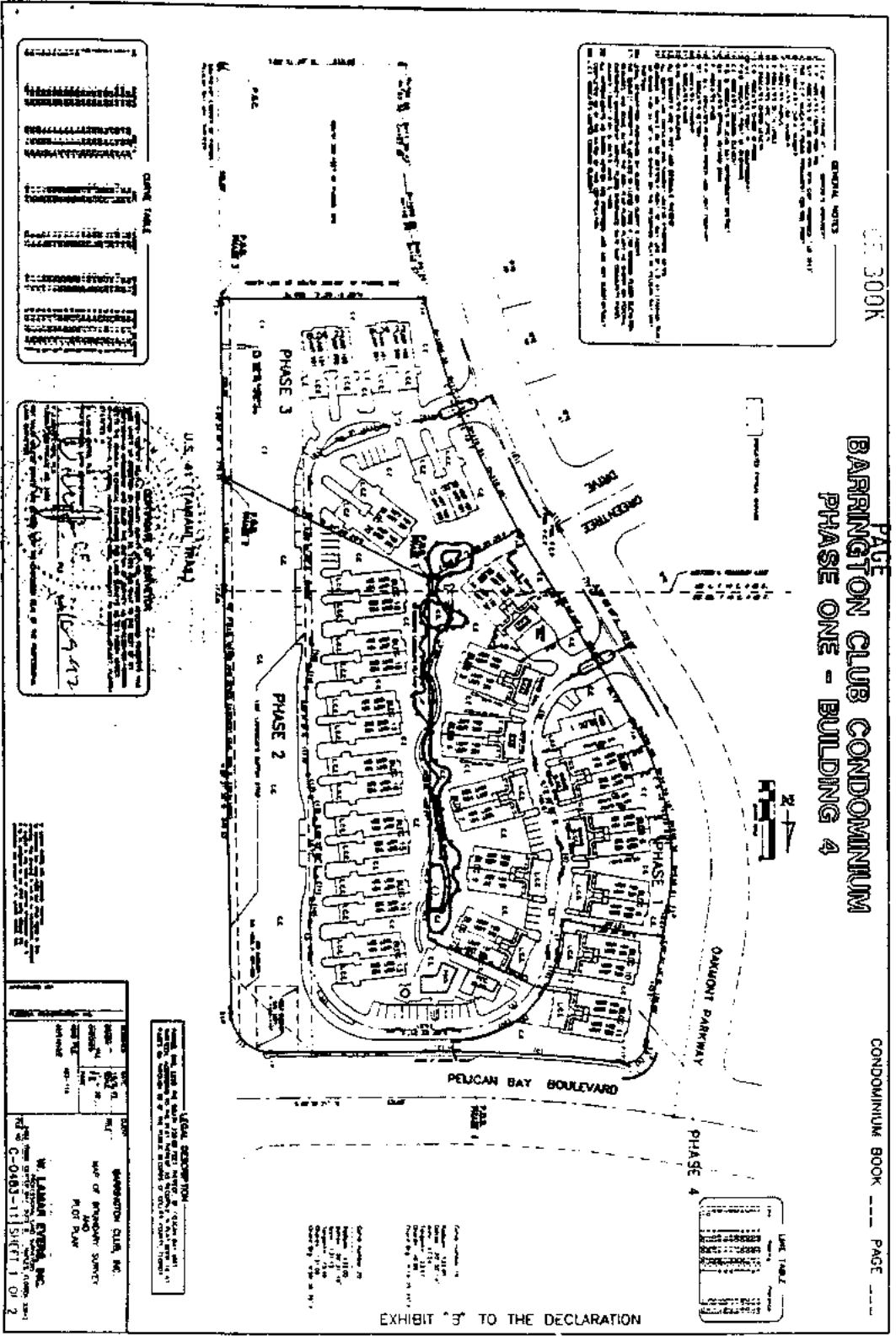


EXHIBIT "B" TO THE DECLARATION

**M. LAMAR STUBBS, INC.**  
 1000 WEST 10TH AVENUE, SUITE 100  
 DENVER, COLORADO 80202  
 TEL: (303) 733-1111 FAX: (303) 733-1112

**LEGAL DESCRIPTION**  
 THE UNIT IS PART OF THE BARRINGTON CLUB CONDOMINIUM PHASE ONE, BUILDING 4, AS SHOWN ON THE PLAT MAP OF SAID CONDOMINIUM PHASE ONE, BUILDING 4, FILED FOR RECORD IN THE COUNTY OF DENVER, COLORADO.

**GENERAL NOTES**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.  
 3. ALL FLOORS ARE 4" THICK CONCRETE UNLESS OTHERWISE NOTED.  
 4. ALL CEILING ARE 8" THICK CONCRETE UNLESS OTHERWISE NOTED.  
 5. ALL ROOFS ARE 8" THICK CONCRETE UNLESS OTHERWISE NOTED.  
 6. ALL EXTERIOR WALLS ARE 16" THICK CONCRETE UNLESS OTHERWISE NOTED.  
 7. ALL EXTERIOR FLOORS ARE 4" THICK CONCRETE UNLESS OTHERWISE NOTED.  
 8. ALL EXTERIOR CEILING ARE 8" THICK CONCRETE UNLESS OTHERWISE NOTED.  
 9. ALL EXTERIOR ROOFS ARE 8" THICK CONCRETE UNLESS OTHERWISE NOTED.  
 10. ALL EXTERIOR WALLS ARE 16" THICK CONCRETE UNLESS OTHERWISE NOTED.

**CONDOMINIUM PHASE ONE - BUILDING 4**  
 U.S. 401 (Natural Shore)  
 PELICAN BAY BOULEVARD  
 OAKMONT PARKWAY  
 DRIVE

**UNIT INDEX**  
 PHASE 1  
 PHASE 2  
 PHASE 3  
 PHASE 4

GR BOOK 1760

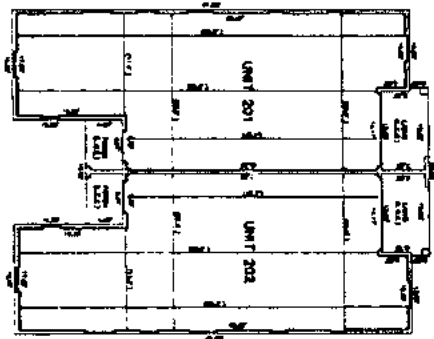
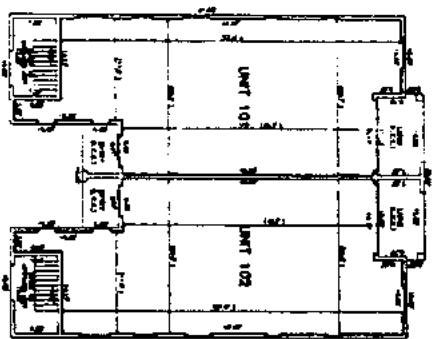
PAGE 002155

CONDOMINIUM BOOK PAGE

### BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 4

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
JAMES C. GLEN, CLERK

UNIT 101  
UNIT 102  
UNIT 201  
UNIT 202

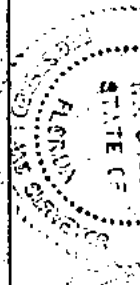


LONGITUDINAL SECTION



FIRST FLOOR PLAN

SECOND FLOOR PLAN



BARRINGTON CLUB, INC.	
BARRINGTON CLUB CONDOMINIUM	
W. L. LARSEN, PRESIDENT	
1425 COLLETT AVENUE, SUITE 201, FORT MYERS, FLORIDA 33901	
THIS PLAN IS PART OF A SET OF 2 SHEETS, SHEET 2 OF 2	

EXHIBIT 'C' TO THE DECLARATION



01639170

1992 OCT 29 PM 3:12

COLLIER COUNTY

RECORDED

REC 17.00  
FRM 258  
DOC  
INT  
IND

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

**AMENDMENT NUMBER FIVE TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

OR BOOK 1766

PAGE 000155

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618, Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798, and Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421, and Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742, and Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1763, page 2152, of the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(a) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 7, Phase One of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on October 29, 1992.

Signed, sealed and delivered in our presence:

Vickie A. West  
Vickie West

BARRINGTON CLUB, INC.

Julia A. Trout  
Julia A. Trout

by: Tom M. High  
Tom M. High, Vice President

State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on October 29, 1992.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154637

Julia A. Trout  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154637

1766

000156

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

OR BOOK

PAGE

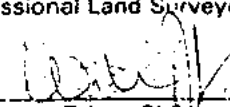
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 7 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 7 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

Date: 10-29-92

W.O. 0483  
October 28, 1992

483.B7

Phone: (813) 353-1700

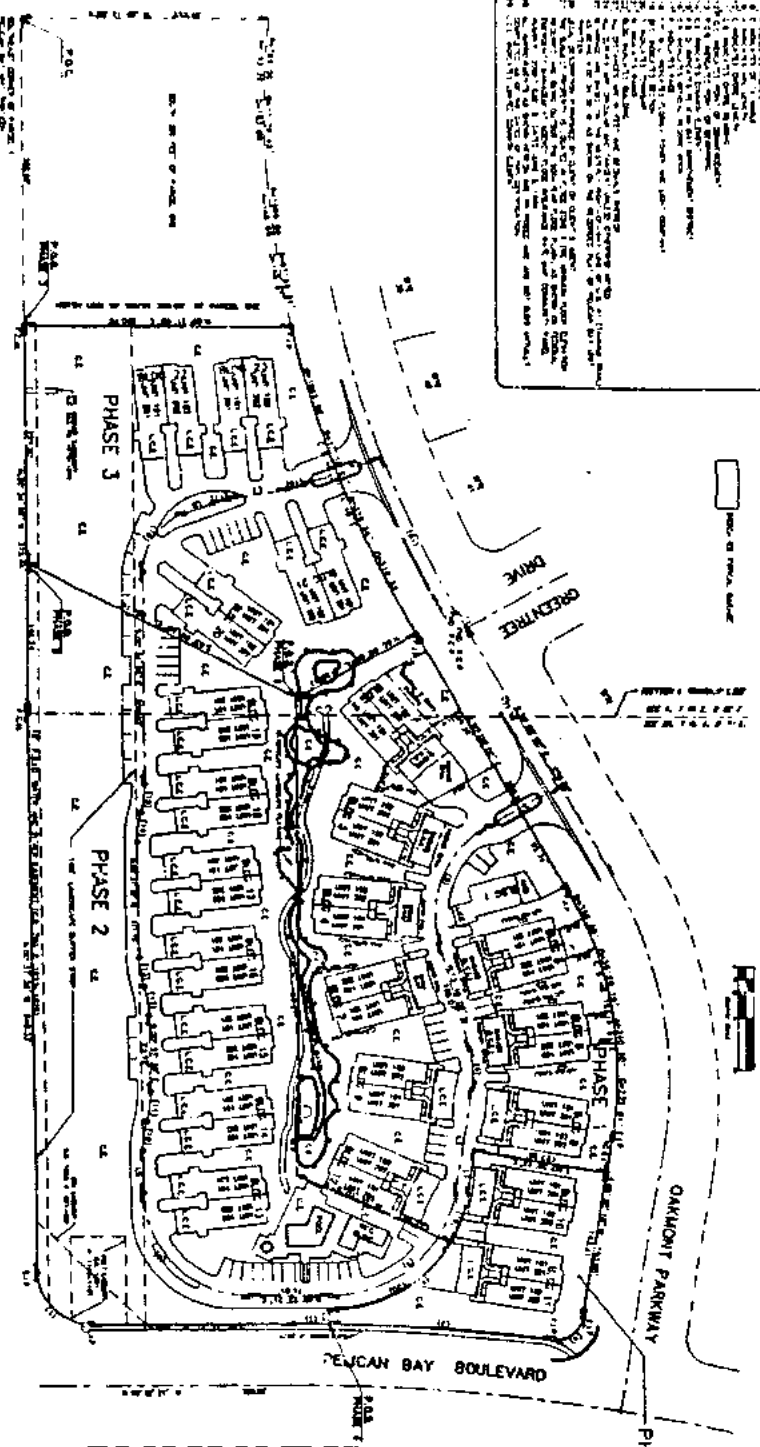
4724 - B Esiden Gate Parkway  
Naples, Florida 33939

Fax: (813) 353-5101

### BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 7

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**GENERAL NOTES**  
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
5. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL CONSTRUCTION ACTIVITIES.  
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC.  
7. THE CONTRACTOR SHALL MAINTAIN THE PROJECT SITE AT ALL TIMES.  
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS AND WASTE MATERIALS.  
9. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL CONSTRUCTION ACTIVITIES.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC.



**CONCRETE TABLE**

ITEM	DESCRIPTION	QUANTITY
1	CONCRETE	1000
2	REINFORCING BARS	500
3	FORMWORK	200
4	ADDITIONAL ITEMS	150

**STATEMENT OF WORK**  
I, the undersigned, hereby certify that the above information is true and correct to the best of my knowledge and belief.  
*[Signature]*  
DATE: 10/15/14

**LEGAL DESCRIPTION**

NO.	DESCRIPTION	ACRES
1	...	...
2	...	...
3	...	...

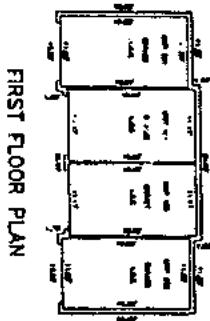
**W. LAMAR EVERETT, INC.**  
12345 MAIN STREET, SUITE 100  
C-0483-121 SHEET 1 OF 2

EXHIBIT "B" TO THE DECLARATION

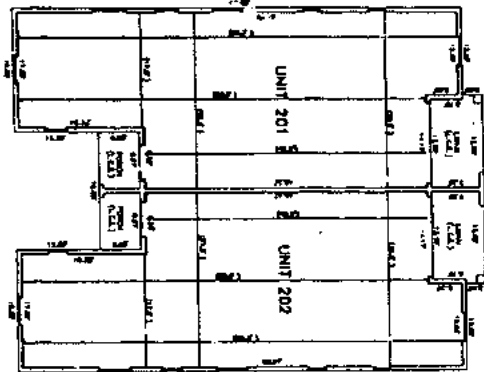
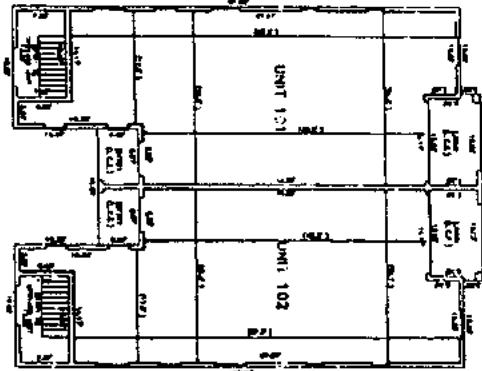
OR: 3063 PG: 0225

BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 7

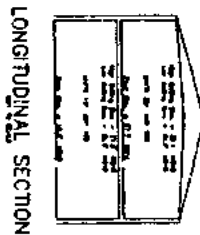
**GENERAL NOTES**  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. FINISHES ARE AS NOTED.  
3. SEE ARCHITECT'S SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.  
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPLICABLE AGENCIES.  
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
7. ALL UTILITIES SHALL BE PROTECTED AND DEEPLY REVEALED PRIOR TO CONSTRUCTION.  
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.  
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
10. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



LONGITUDINAL SECTION



W. LAMAR EYBER, INC. ARCHITECTS 1000 N. W. 10th St., Suite 100 Ft. Lauderdale, FL 33304 TEL: (305) 465-1121 SHEET 2 OF 2		BARRINGTON CLUB, INC. BARRINGTON CLUB CONDOMINIUM
DATE:	12/12/00	SCALE:
PROJECT:	BARRINGTON CLUB	DATE:
OWNER:	BARRINGTON CLUB, INC.	DATE:
DESIGNER:	W. LAMAR EYBER, INC.	DATE:

Recorded and Verified  
in Office of  
COLLECTOR

OR: 3063 PG: 0226

REC 24.00  
PRM 1.65  
DOC \_\_\_\_\_  
INT \_\_\_\_\_  
IND \_\_\_\_\_

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

*J. Crawford*

01645466  
COLLIER COUNTY

1992 NOV 18 PM 2:18  
RECORDED

For Clerk of Court

**AMENDMENT NUMBER SIX TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 518, Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798, and Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421, and Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742, and Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152, and Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155, of the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 8, Phase One of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on November 17, 1992.

Signed, sealed and delivered in our presence:

*Vicki L. West*  
Vicki L. West

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout

By: *Tom M. High*  
Tom M. High, Vice President.

OR BOOK 1771  
PAGE 002383



1771  
OR BOOK

002384  
PAGE

State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on November 17, 1962.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1965  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1965  
Commission No.: CC 154837

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

1771  
OR BOOK

002385  
PAGE

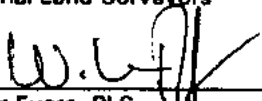
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building B is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building B and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

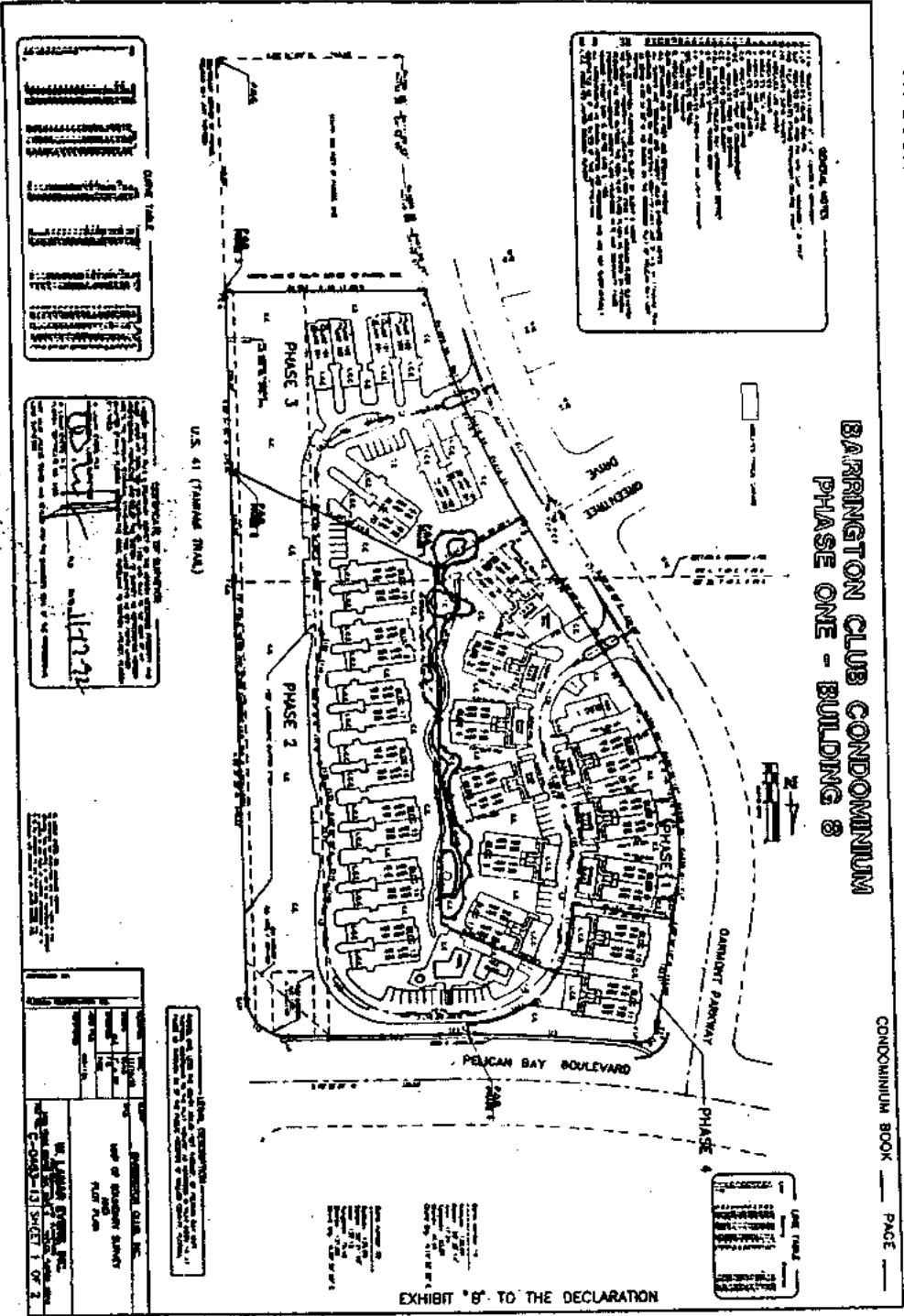
Date: 11-17-92

W.O. 0483  
November 16, 1992  
483.B8

1771  
OR BOOK PAGE  
102386

**BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 8**

CONDOMINIUM BOOK PAGE



**GENERAL NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING, MECHANICAL AND ELECTRICAL CODES.
2. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
4. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
6. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
7. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
8. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
9. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
10. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.

**LEGEND**

- 1. CONCRETE
- 2. BRICK
- 3. STONE
- 4. ASPHALT
- 5. GRAVEL
- 6. SAND
- 7. SOIL
- 8. VEGETATION
- 9. FENCE
- 10. DRIVE
- 11. SIDEWALK
- 12. PARKING
- 13. LANDSCAPE
- 14. UTILITY
- 15. ERECTION
- 16. REMOVAL
- 17. EXISTING
- 18. PROPOSED

**DESIGNER'S SIGNATURE**

*[Signature]*

DATE: 11/27/21

**PROJECT INFORMATION**

PROJECT: BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 8

OWNER: BARRINGTON CLUB, INC.

ARCHITECT: [Firm Name]

NO.	DESCRIPTION	DATE
1	PRELIMINARY PLAN	11/27/21
2	FINAL PLAN	11/27/21
3	AS-BUILT PLAN	11/27/21

EXHIBIT 'B' TO THE DECLARATION

DATE: 11/27/21



1771  
OR BOOK

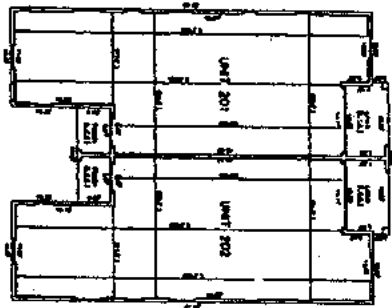
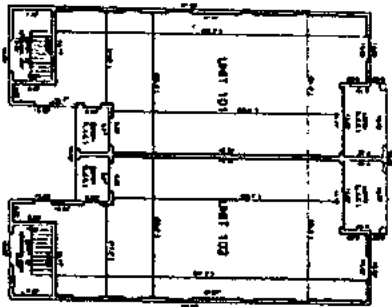
002387  
PAGE

Revisions and Variations  
to Original Plans of  
shall be shown on floor plan

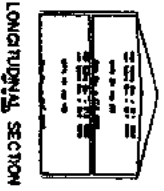
CONDOMINIUM BOOK PAGE

### BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 8

GENERAL NOTES:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. FINISHES ARE AS SHOWN ON THE FINISH SCHEDULE.  
3. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FINISHES.  
4. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF MATERIALS.  
5. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF EQUIPMENT.  
6. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FIXTURES.  
7. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PARTITIONS.  
8. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF DOORS AND WINDOWS.  
9. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF STAIRS AND ELEVATORS.  
10. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF ROOFS AND CEILING.  
11. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FLOORS AND WALLS.  
12. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF MECHANICAL AND ELECTRICAL SYSTEMS.  
13. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PLUMBING AND SANITARY SYSTEMS.  
14. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PAINTS AND COATINGS.  
15. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF GLAZING AND GLASS.  
16. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF METALS AND ALLOYS.  
17. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF WOODS AND VENEERS.  
18. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FABRICS AND UPHOLSTERY.  
19. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LIGHTING AND ELECTRICAL FIXTURES.  
20. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FURNITURE AND FIXTURES.  
21. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LANDSCAPE ARCHITECTURE.  
22. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF INTERIORS ARCHITECTURE.  
23. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF EXTERIORS ARCHITECTURE.  
24. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF STRUCTURAL ARCHITECTURE.  
25. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF CIVIL ARCHITECTURE.  
26. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF MECHANICAL ARCHITECTURE.  
27. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF ELECTRICAL ARCHITECTURE.  
28. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PLUMBING ARCHITECTURE.  
29. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF SANITARY ARCHITECTURE.  
30. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PAINT ARCHITECTURE.  
31. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF GLAZING ARCHITECTURE.  
32. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF METALS ARCHITECTURE.  
33. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF WOODS ARCHITECTURE.  
34. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FABRICS ARCHITECTURE.  
35. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LIGHTING ARCHITECTURE.  
36. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FURNITURE ARCHITECTURE.  
37. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LANDSCAPE ARCHITECTURE.  
38. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF INTERIORS ARCHITECTURE.  
39. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF EXTERIORS ARCHITECTURE.  
40. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF STRUCTURAL ARCHITECTURE.  
41. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF CIVIL ARCHITECTURE.  
42. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF MECHANICAL ARCHITECTURE.  
43. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF ELECTRICAL ARCHITECTURE.  
44. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PLUMBING ARCHITECTURE.  
45. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF SANITARY ARCHITECTURE.  
46. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PAINT ARCHITECTURE.  
47. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF GLAZING ARCHITECTURE.  
48. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF METALS ARCHITECTURE.  
49. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF WOODS ARCHITECTURE.  
50. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FABRICS ARCHITECTURE.  
51. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LIGHTING ARCHITECTURE.  
52. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FURNITURE ARCHITECTURE.  
53. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LANDSCAPE ARCHITECTURE.  
54. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF INTERIORS ARCHITECTURE.  
55. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF EXTERIORS ARCHITECTURE.  
56. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF STRUCTURAL ARCHITECTURE.  
57. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF CIVIL ARCHITECTURE.  
58. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF MECHANICAL ARCHITECTURE.  
59. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF ELECTRICAL ARCHITECTURE.  
60. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PLUMBING ARCHITECTURE.  
61. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF SANITARY ARCHITECTURE.  
62. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PAINT ARCHITECTURE.  
63. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF GLAZING ARCHITECTURE.  
64. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF METALS ARCHITECTURE.  
65. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF WOODS ARCHITECTURE.  
66. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FABRICS ARCHITECTURE.  
67. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LIGHTING ARCHITECTURE.  
68. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FURNITURE ARCHITECTURE.  
69. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LANDSCAPE ARCHITECTURE.  
70. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF INTERIORS ARCHITECTURE.  
71. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF EXTERIORS ARCHITECTURE.  
72. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF STRUCTURAL ARCHITECTURE.  
73. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF CIVIL ARCHITECTURE.  
74. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF MECHANICAL ARCHITECTURE.  
75. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF ELECTRICAL ARCHITECTURE.  
76. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PLUMBING ARCHITECTURE.  
77. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF SANITARY ARCHITECTURE.  
78. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PAINT ARCHITECTURE.  
79. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF GLAZING ARCHITECTURE.  
80. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF METALS ARCHITECTURE.  
81. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF WOODS ARCHITECTURE.  
82. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FABRICS ARCHITECTURE.  
83. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LIGHTING ARCHITECTURE.  
84. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FURNITURE ARCHITECTURE.  
85. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LANDSCAPE ARCHITECTURE.  
86. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF INTERIORS ARCHITECTURE.  
87. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF EXTERIORS ARCHITECTURE.  
88. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF STRUCTURAL ARCHITECTURE.  
89. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF CIVIL ARCHITECTURE.  
90. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF MECHANICAL ARCHITECTURE.  
91. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF ELECTRICAL ARCHITECTURE.  
92. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PLUMBING ARCHITECTURE.  
93. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF SANITARY ARCHITECTURE.  
94. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF PAINT ARCHITECTURE.  
95. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF GLAZING ARCHITECTURE.  
96. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF METALS ARCHITECTURE.  
97. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF WOODS ARCHITECTURE.  
98. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FABRICS ARCHITECTURE.  
99. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF LIGHTING ARCHITECTURE.  
100. REFER TO THE ARCHITECT'S GENERAL NOTES FOR A COMPLETE LIST OF FURNITURE ARCHITECTURE.



SECOND FLOOR PLAN



LONGITUDINAL SECTION

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

unsatisfactory in this document when received.

01649665

1992 DEC -3 PM 2:16

COLLIER COUNTY

RECORDED

REC 2100  
PHM  
DOC  
INT  
IND

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

Per Clerk of Court

AMENDMENT NUMBER SEVEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 518, Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1745, page 798, and Amendment Number Two to the Declaration of Condominium, dated August 25, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421, and Amendment Number Three to the Declaration of Condominium, dated October 5, 1992, recorded October 5, 1992, in Official Records Book 1758, page 1742, and Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2192, and Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155, And Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383, of the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(a) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building B, Phase One of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on December 2, 1992.

Signed, sealed and delivered in our presence:

Victor L. West  
Victor L. West

BARRINGTON CLUB, INC.

Julia A. Trout  
Julia A. Trout

By: Tom M. High  
Tom M. High, Vice President

OR: 3063 PG: 0232

OR BOOK

PAGE

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on December 2, 1992.

(Notarial Seal)



Official Seal  
ALIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

OR: 3063 PG: 0233

1775

002061

OR BOOK

PAGE

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 9 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration described the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 9 and that the identification, location and dimensions of the common elements of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 0485

Date: 12-1-92

W.O. 0483  
December 1, 1992

OR: 3063 PG: 0234

OR: 3063 PG: 0235

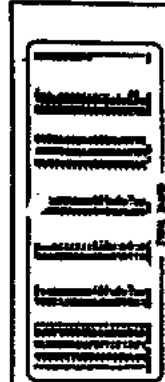
when registered.

002062

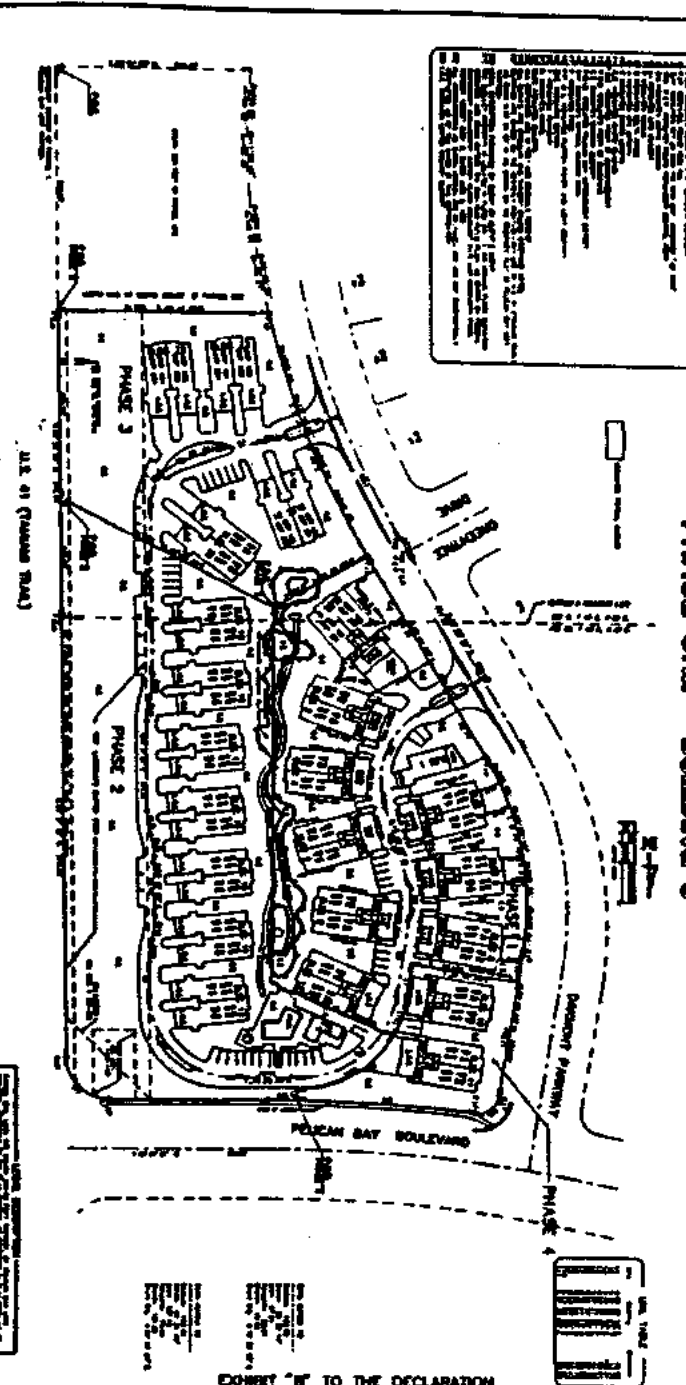
PAGE

1775

OR BOOK

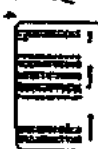


PHASE 1		PHASE 2		PHASE 3	
UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.	UNIT NO.



**BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 9**

CONDOMINIUM BOOK — PAGE —



OR: 3063 PG: 0236

ENSURES THAT: Legibility  
of writing, typing or printing  
manufactured in this document  
when received.

1775  
OR BOOK

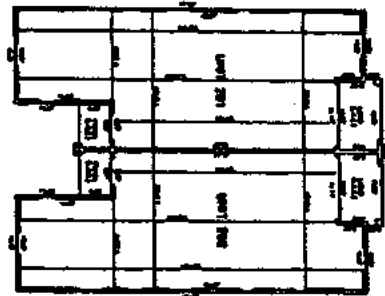
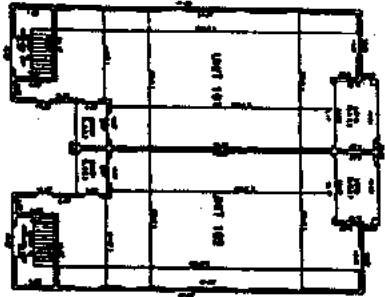
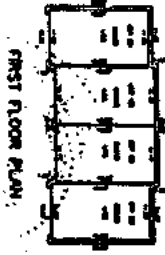
002063  
PAGE

**BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 9**

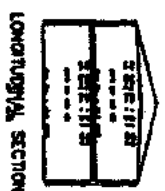
CONDOMINIUM BOOK PAGE

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
JAMES C. GILES, CLERK

UNIT 101  
UNIT 102  
UNIT 103  
UNIT 104  
UNIT 105  
UNIT 106  
UNIT 107  
UNIT 108  
UNIT 109  
UNIT 110  
UNIT 111  
UNIT 112  
UNIT 113  
UNIT 114  
UNIT 115  
UNIT 116  
UNIT 117  
UNIT 118  
UNIT 119  
UNIT 120  
UNIT 121  
UNIT 122  
UNIT 123  
UNIT 124  
UNIT 125  
UNIT 126  
UNIT 127  
UNIT 128  
UNIT 129  
UNIT 130  
UNIT 131  
UNIT 132  
UNIT 133  
UNIT 134  
UNIT 135  
UNIT 136  
UNIT 137  
UNIT 138  
UNIT 139  
UNIT 140  
UNIT 141  
UNIT 142  
UNIT 143  
UNIT 144  
UNIT 145  
UNIT 146  
UNIT 147  
UNIT 148  
UNIT 149  
UNIT 150  
UNIT 151  
UNIT 152  
UNIT 153  
UNIT 154  
UNIT 155  
UNIT 156  
UNIT 157  
UNIT 158  
UNIT 159  
UNIT 160  
UNIT 161  
UNIT 162  
UNIT 163  
UNIT 164  
UNIT 165  
UNIT 166  
UNIT 167  
UNIT 168  
UNIT 169  
UNIT 170  
UNIT 171  
UNIT 172  
UNIT 173  
UNIT 174  
UNIT 175  
UNIT 176  
UNIT 177  
UNIT 178  
UNIT 179  
UNIT 180  
UNIT 181  
UNIT 182  
UNIT 183  
UNIT 184  
UNIT 185  
UNIT 186  
UNIT 187  
UNIT 188  
UNIT 189  
UNIT 190  
UNIT 191  
UNIT 192  
UNIT 193  
UNIT 194  
UNIT 195  
UNIT 196  
UNIT 197  
UNIT 198  
UNIT 199  
UNIT 200  
UNIT 201  
UNIT 202  
UNIT 203  
UNIT 204  
UNIT 205  
UNIT 206  
UNIT 207  
UNIT 208  
UNIT 209  
UNIT 210  
UNIT 211  
UNIT 212  
UNIT 213  
UNIT 214  
UNIT 215  
UNIT 216  
UNIT 217  
UNIT 218  
UNIT 219  
UNIT 220  
UNIT 221  
UNIT 222  
UNIT 223  
UNIT 224  
UNIT 225  
UNIT 226  
UNIT 227  
UNIT 228  
UNIT 229  
UNIT 230  
UNIT 231  
UNIT 232  
UNIT 233  
UNIT 234  
UNIT 235  
UNIT 236  
UNIT 237  
UNIT 238  
UNIT 239  
UNIT 240  
UNIT 241  
UNIT 242  
UNIT 243  
UNIT 244  
UNIT 245  
UNIT 246  
UNIT 247  
UNIT 248  
UNIT 249  
UNIT 250  
UNIT 251  
UNIT 252  
UNIT 253  
UNIT 254  
UNIT 255  
UNIT 256  
UNIT 257  
UNIT 258  
UNIT 259  
UNIT 260  
UNIT 261  
UNIT 262  
UNIT 263  
UNIT 264  
UNIT 265  
UNIT 266  
UNIT 267  
UNIT 268  
UNIT 269  
UNIT 270  
UNIT 271  
UNIT 272  
UNIT 273  
UNIT 274  
UNIT 275  
UNIT 276  
UNIT 277  
UNIT 278  
UNIT 279  
UNIT 280  
UNIT 281  
UNIT 282  
UNIT 283  
UNIT 284  
UNIT 285  
UNIT 286  
UNIT 287  
UNIT 288  
UNIT 289  
UNIT 290  
UNIT 291  
UNIT 292  
UNIT 293  
UNIT 294  
UNIT 295  
UNIT 296  
UNIT 297  
UNIT 298  
UNIT 299  
UNIT 300  
UNIT 301  
UNIT 302  
UNIT 303  
UNIT 304  
UNIT 305  
UNIT 306  
UNIT 307  
UNIT 308  
UNIT 309  
UNIT 310  
UNIT 311  
UNIT 312  
UNIT 313  
UNIT 314  
UNIT 315  
UNIT 316  
UNIT 317  
UNIT 318  
UNIT 319  
UNIT 320  
UNIT 321  
UNIT 322  
UNIT 323  
UNIT 324  
UNIT 325  
UNIT 326  
UNIT 327  
UNIT 328  
UNIT 329  
UNIT 330  
UNIT 331  
UNIT 332  
UNIT 333  
UNIT 334  
UNIT 335  
UNIT 336  
UNIT 337  
UNIT 338  
UNIT 339  
UNIT 340  
UNIT 341  
UNIT 342  
UNIT 343  
UNIT 344  
UNIT 345  
UNIT 346  
UNIT 347  
UNIT 348  
UNIT 349  
UNIT 350  
UNIT 351  
UNIT 352  
UNIT 353  
UNIT 354  
UNIT 355  
UNIT 356  
UNIT 357  
UNIT 358  
UNIT 359  
UNIT 360  
UNIT 361  
UNIT 362  
UNIT 363  
UNIT 364  
UNIT 365  
UNIT 366  
UNIT 367  
UNIT 368  
UNIT 369  
UNIT 370  
UNIT 371  
UNIT 372  
UNIT 373  
UNIT 374  
UNIT 375  
UNIT 376  
UNIT 377  
UNIT 378  
UNIT 379  
UNIT 380  
UNIT 381  
UNIT 382  
UNIT 383  
UNIT 384  
UNIT 385  
UNIT 386  
UNIT 387  
UNIT 388  
UNIT 389  
UNIT 390  
UNIT 391  
UNIT 392  
UNIT 393  
UNIT 394  
UNIT 395  
UNIT 396  
UNIT 397  
UNIT 398  
UNIT 399  
UNIT 400  
UNIT 401  
UNIT 402  
UNIT 403  
UNIT 404  
UNIT 405  
UNIT 406  
UNIT 407  
UNIT 408  
UNIT 409  
UNIT 410  
UNIT 411  
UNIT 412  
UNIT 413  
UNIT 414  
UNIT 415  
UNIT 416  
UNIT 417  
UNIT 418  
UNIT 419  
UNIT 420  
UNIT 421  
UNIT 422  
UNIT 423  
UNIT 424  
UNIT 425  
UNIT 426  
UNIT 427  
UNIT 428  
UNIT 429  
UNIT 430  
UNIT 431  
UNIT 432  
UNIT 433  
UNIT 434  
UNIT 435  
UNIT 436  
UNIT 437  
UNIT 438  
UNIT 439  
UNIT 440  
UNIT 441  
UNIT 442  
UNIT 443  
UNIT 444  
UNIT 445  
UNIT 446  
UNIT 447  
UNIT 448  
UNIT 449  
UNIT 450  
UNIT 451  
UNIT 452  
UNIT 453  
UNIT 454  
UNIT 455  
UNIT 456  
UNIT 457  
UNIT 458  
UNIT 459  
UNIT 460  
UNIT 461  
UNIT 462  
UNIT 463  
UNIT 464  
UNIT 465  
UNIT 466  
UNIT 467  
UNIT 468  
UNIT 469  
UNIT 470  
UNIT 471  
UNIT 472  
UNIT 473  
UNIT 474  
UNIT 475  
UNIT 476  
UNIT 477  
UNIT 478  
UNIT 479  
UNIT 480  
UNIT 481  
UNIT 482  
UNIT 483  
UNIT 484  
UNIT 485  
UNIT 486  
UNIT 487  
UNIT 488  
UNIT 489  
UNIT 490  
UNIT 491  
UNIT 492  
UNIT 493  
UNIT 494  
UNIT 495  
UNIT 496  
UNIT 497  
UNIT 498  
UNIT 499  
UNIT 500



SECOND FLOOR PLAN



LONGITUDINAL SECTION

BARRINGTON CLUB CONDOMINIUM	
NO. 1	NO. 2
NO. 3	NO. 4
NO. 5	NO. 6
NO. 7	NO. 8
NO. 9	NO. 10
NO. 11	NO. 12
NO. 13	NO. 14
NO. 15	NO. 16
NO. 17	NO. 18
NO. 19	NO. 20
NO. 21	NO. 22
NO. 23	NO. 24
NO. 25	NO. 26
NO. 27	NO. 28
NO. 29	NO. 30
NO. 31	NO. 32
NO. 33	NO. 34
NO. 35	NO. 36
NO. 37	NO. 38
NO. 39	NO. 40
NO. 41	NO. 42
NO. 43	NO. 44
NO. 45	NO. 46
NO. 47	NO. 48
NO. 49	NO. 50
NO. 51	NO. 52
NO. 53	NO. 54
NO. 55	NO. 56
NO. 57	NO. 58
NO. 59	NO. 60
NO. 61	NO. 62
NO. 63	NO. 64
NO. 65	NO. 66
NO. 67	NO. 68
NO. 69	NO. 70
NO. 71	NO. 72
NO. 73	NO. 74
NO. 75	NO. 76
NO. 77	NO. 78
NO. 79	NO. 80
NO. 81	NO. 82
NO. 83	NO. 84
NO. 85	NO. 86
NO. 87	NO. 88
NO. 89	NO. 90
NO. 91	NO. 92
NO. 93	NO. 94
NO. 95	NO. 96
NO. 97	NO. 98
NO. 99	NO. 100

EXHIBIT 'C' TO THE DECLARATION

01651572

1992 DEC -9 PM 3:26

REC 1205  
PRM 250  
DOC  
INT  
IND

COLLIER COUNTY  
This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

RECORDED

For Clerk of Court

OR BOOK  
1777

PAGE  
101958

AMENDMENT NUMBER EIGHT TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 12, Phase One of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on December 9, 1992.

Signed, sealed and delivered in our presence:

*Vicki L. West*  
Vicki L. West

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout  
State of Florida  
County of Collier

By: *Richard F. Corace*  
Richard F. Corace, President

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Richard F. Corace, President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on December 9, 1992.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

of writing, typing or printing  
unsatisfactory in this document  
when received.

1777

001959

**W. LAMAR EVERS, INC.** OR BOOK  
Professional Land Surveyors

PAGE

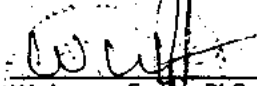
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase One, Building 12 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration described the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase One, Building 12 and that the identification, location and dimensions of the common elements of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

Date: 12-9-92

W.O. 0483  
December 8, 1992

REPRODUCES INFO: Legibility of writing, typing or printing unsatisfactory in this document when received.

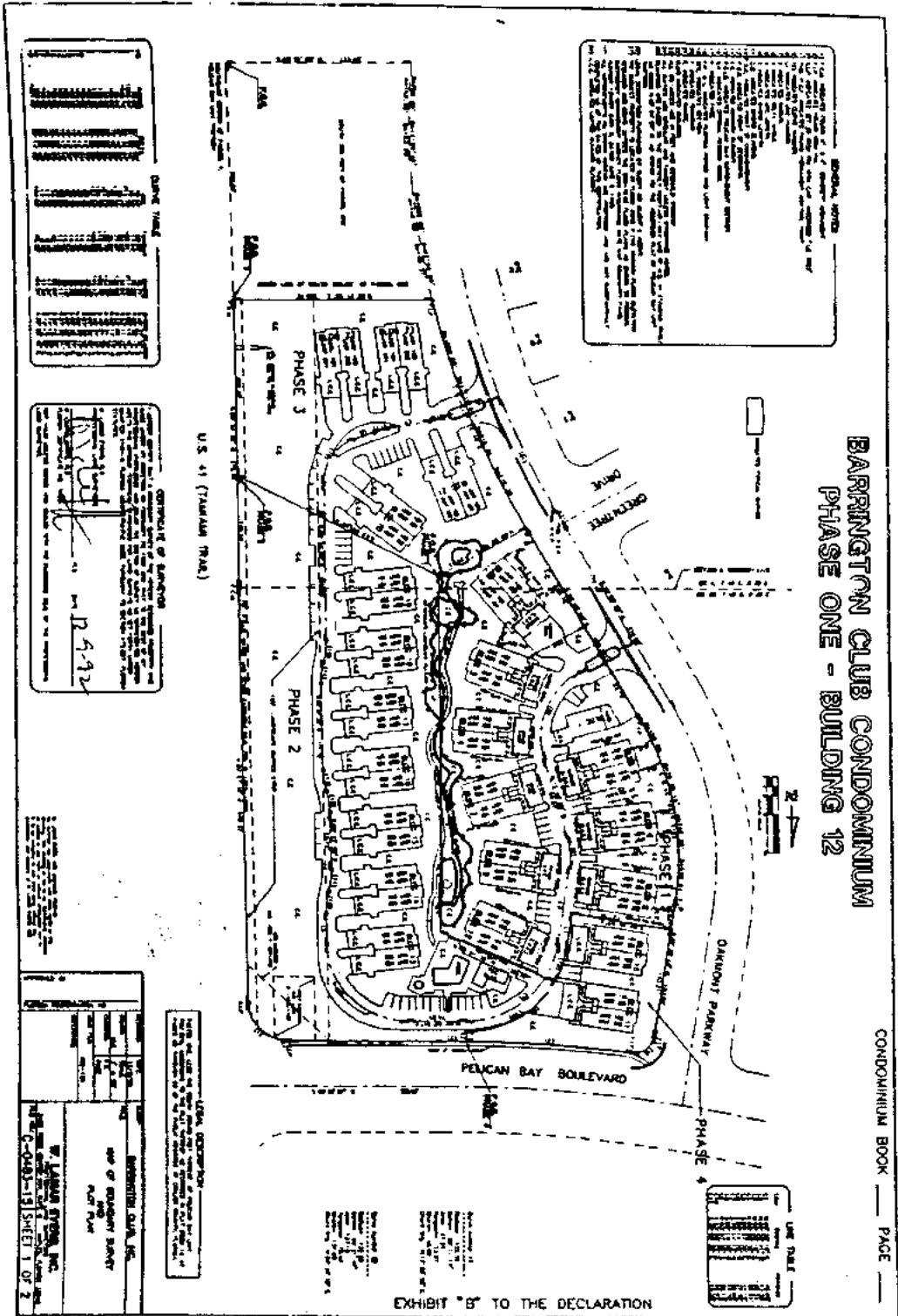


1777  
OR BOOK

91960  
PAGE

### BARRINGTON CLUB CONDOMINIUM PHASE ONE - BUILDING 12

CONDOMINIUM BOOK PAGE



unsatisfactory in this document when received.

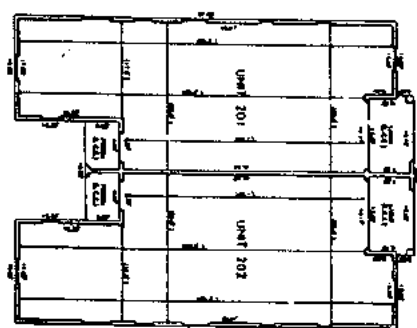
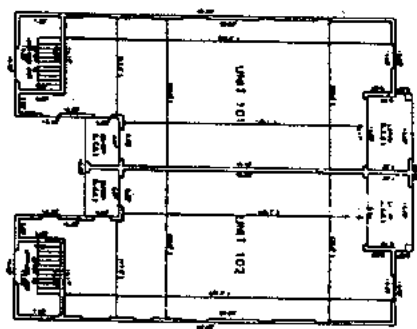
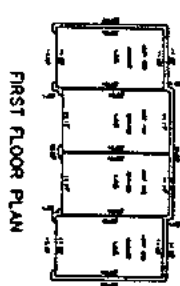
1777  
12 BOOK

001961  
PAGE

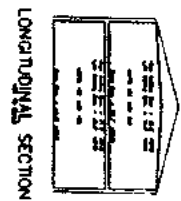
BARRINGTON CLUB CONDOMINIUM  
PHASE ONE - BUILDING 12

CONDOMINIUM BOOK PAGE

1. ALL UNITS ARE TO BE CONVEYED TO THE BUYER BY DEED.  
2. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL TAXES AND FEES.  
3. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL HOA FEES.  
4. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INSURANCE PREMIUMS.  
5. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL UTILITIES.  
6. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL MAINTENANCE FEES.  
7. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REPAIRS AND MAINTENANCE.  
8. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REPAIRS AND MAINTENANCE.  
9. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REPAIRS AND MAINTENANCE.  
10. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL REPAIRS AND MAINTENANCE.



SECOND FLOOR PLAN



LONGITUDINAL SECTION

<p>W. JAMES D. BROWN, JR. OWNER</p>	<p>BARRINGTON CLUB CONDOMINIUM</p>
<p>CONDOMINIUM BOOK SHEET 1 OF 2</p>	

Recorded and Verified  
in Official Records of  
COLLIER COUNTY, FLORIDA  
JAMES C. GILES, CLERK

EXHIBIT 'C' TO THE DECLARATION

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

1700  
250  
OC  
NT  
ND

**AMENDMENT NUMBER NINE TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

**BARRINGTON CLUB, INC.**, a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, all in the Public Records of Collier County, Florida, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, acting pursuant to the provisions of §718.104(4)(a) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 13, Phase Two of said condominium.

UR BOOK  
1791

1993 JAN 25 PM 2:54

RECORDED

**IN WITNESS WHEREOF**, the undersigned has caused this instrument to be executed on January 25, 1993.

Signed, sealed and delivered in our presence:

Vicki L. West  
Vicki L. West

**BARRINGTON CLUB, INC.**

Julia A. Trout  
Julia A. Trout

By: Tom M. High  
Tom M. High, Vice President

000382  
PAGE

01665058

COLLIER COUNTY

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on January 25, 1993.

(Notarial Seal)

Julia A. Trout  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1996  
Commission No.: CC 154837



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1996  
No. CC 154837

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors


**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase Two, Building 13 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration described the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase Two, Building 13 and that the identification, location and dimensions of the common elements of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

W.O. 0483  
December 8, 1992

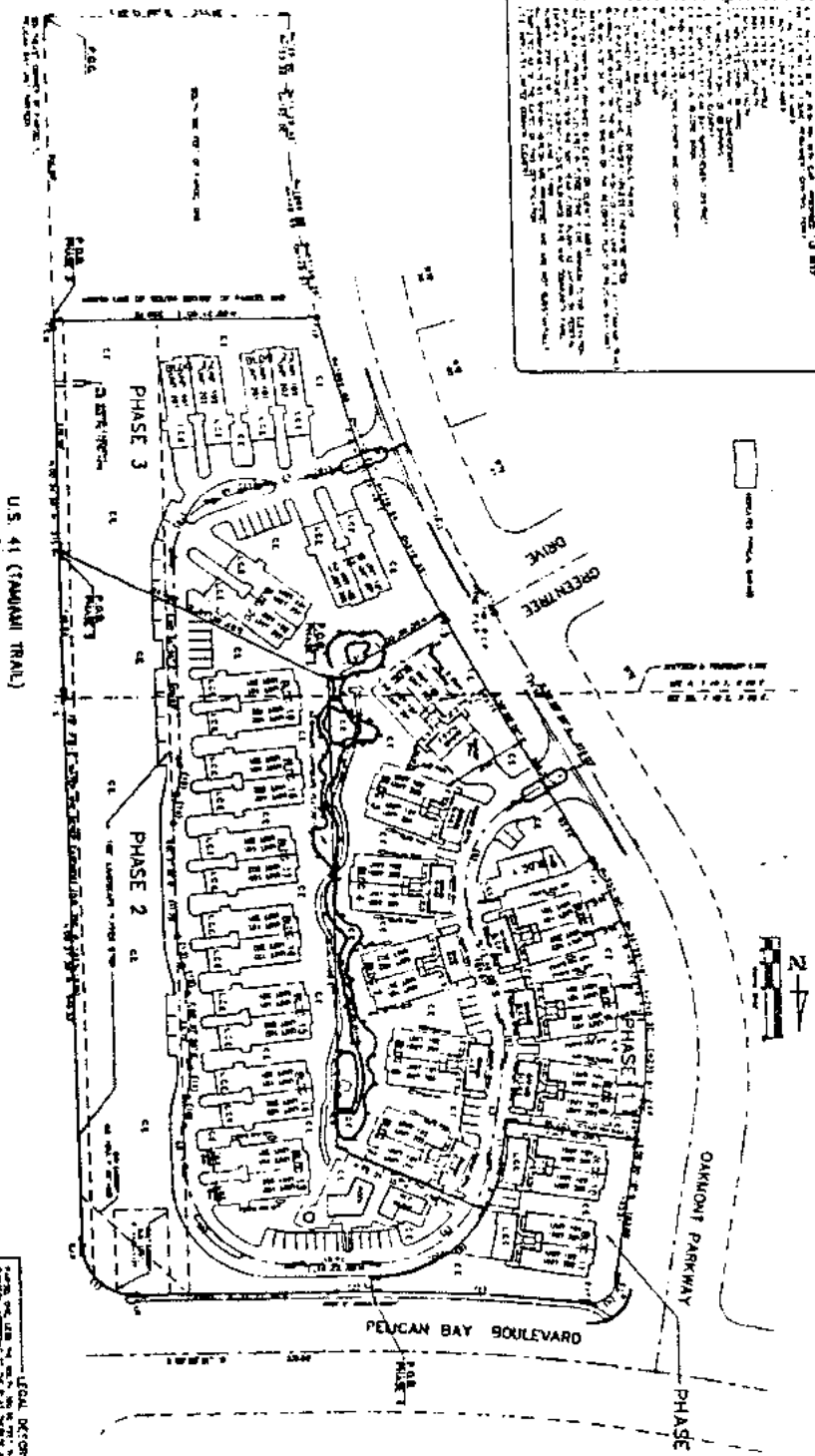
483.813

Date: 1-25-93

OR BOOK 1791  
PAGE 000393

RECORDERS MEMO: Legibility of writing, typing or printing unsatisfactory in this document when received.

**BARRINGTON CLUB CONDOMINIUM  
PHASE TWO - BUILDING 13**



**GENERAL NOTES**  
1. THE CONDOMINIUM UNIT FLOOR PLANS ARE SHOWN AS APPROXIMATE. THE EXACT DIMENSIONS AND LOCATIONS OF THE UNITS SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
2. THE CONDOMINIUM UNIT FLOOR PLANS ARE SHOWN AS APPROXIMATE. THE EXACT DIMENSIONS AND LOCATIONS OF THE UNITS SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
3. THE CONDOMINIUM UNIT FLOOR PLANS ARE SHOWN AS APPROXIMATE. THE EXACT DIMENSIONS AND LOCATIONS OF THE UNITS SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
4. THE CONDOMINIUM UNIT FLOOR PLANS ARE SHOWN AS APPROXIMATE. THE EXACT DIMENSIONS AND LOCATIONS OF THE UNITS SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
5. THE CONDOMINIUM UNIT FLOOR PLANS ARE SHOWN AS APPROXIMATE. THE EXACT DIMENSIONS AND LOCATIONS OF THE UNITS SHALL BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.

**DATE TYPED:**  
\_\_\_\_\_  
**DATE CHECKED:**  
\_\_\_\_\_  
**DATE RECORDED:**  
\_\_\_\_\_

**COPIES OF BARRINGTON CLUB CONDOMINIUM PHASE TWO - BUILDING 13**  
\_\_\_\_\_  
**MSA**

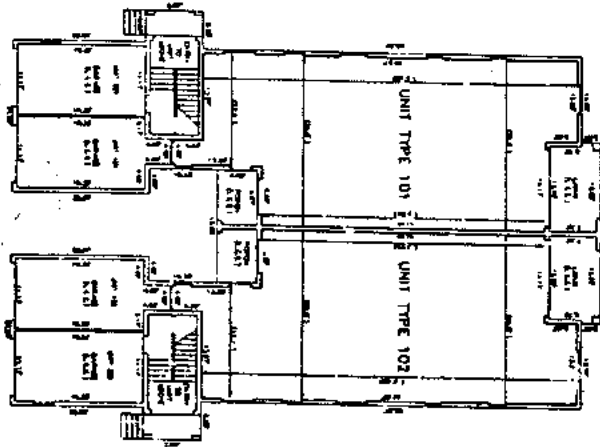
**LEGAL DESCRIPTION:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OWNER:	W. LAMAR EYRE, INC.
BY:	_____ VP OF BOARDMAN SURVEY
TITLE:	PLD PLAN
BOOK:	C-0483-16
SHEET:	SHEET 1 OF 2

of writing, typing or printing  
unsatisfactory in this document  
when received.

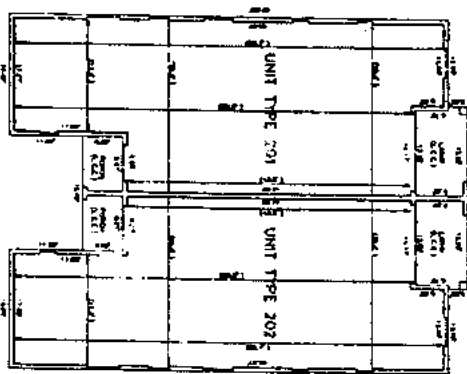
# BARRINGTON CLUB CONDOMINIUM PHASE TWO - BUILDING 13

FIRST FLOOR PLAN

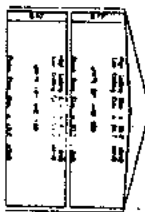


**GENERAL NOTES**  
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
2. FINISHES ARE AS NOTED.  
3. REFER TO SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
7. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL WORK DONE.  
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL ADJACENT PROPERTIES.  
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AT ALL TIMES.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES.

SECOND FLOOR PLAN



LONGITUDINAL SECTION



W. LAMAR EVERETT, INC.  
1100 S.W. 15th Street, Suite 207  
Fort Lauderdale, Florida 33315  
Tel: (305) 463-1818

PROJECT NO.	DATE	SCALE	BY	CHECKED
1791	10/1/85	1/8" = 1'-0"	WLE	WLE
<b>W. LAMAR EVERETT, INC.</b> BARRINGTON CLUB CONDOMINIUM 1100 S.W. 15th Street, Suite 207 Fort Lauderdale, Florida 33315 Tel: (305) 463-1818				

RECORDED AND RETURNED  
TO OFFICIAL RECORDS OF  
COLLIER COUNTY, FLORIDA  
DWAYNE E. BROOKS, CLERK

OK. 308 PG. 024

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

PL 17.00  
PR 3.50  
LX  
INT  
INF

01667642  
COLLIER COUNTY  
RECORDED  
1993 FEB -2 PM 3:10

1793  
BOOK  
PAGE  
1618

AMENDMENT NUMBER TEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1756, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §-718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 14, Phase Two of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on February 2, 1993.  
Signed, sealed and delivered in our presence:

Vicki L. West  
Vicki L. West

BARRINGTON CLUB, INC.

Julia A. Trout  
Julia A. Trout

By: Tom M. High  
Tom M. High, Vice President

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on February 2, 1993.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 15,337

Julia A. Trout  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

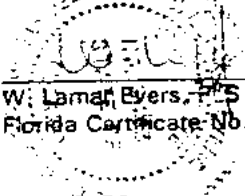
BARRINGTON CLUB CONDOMINIUM

CERTIFICATE OF SURVEYOR

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase Two, Building 14 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration described the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase Two, Building 14 and that the identification, location and dimensions of the common elements of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

Date: 2-1-93

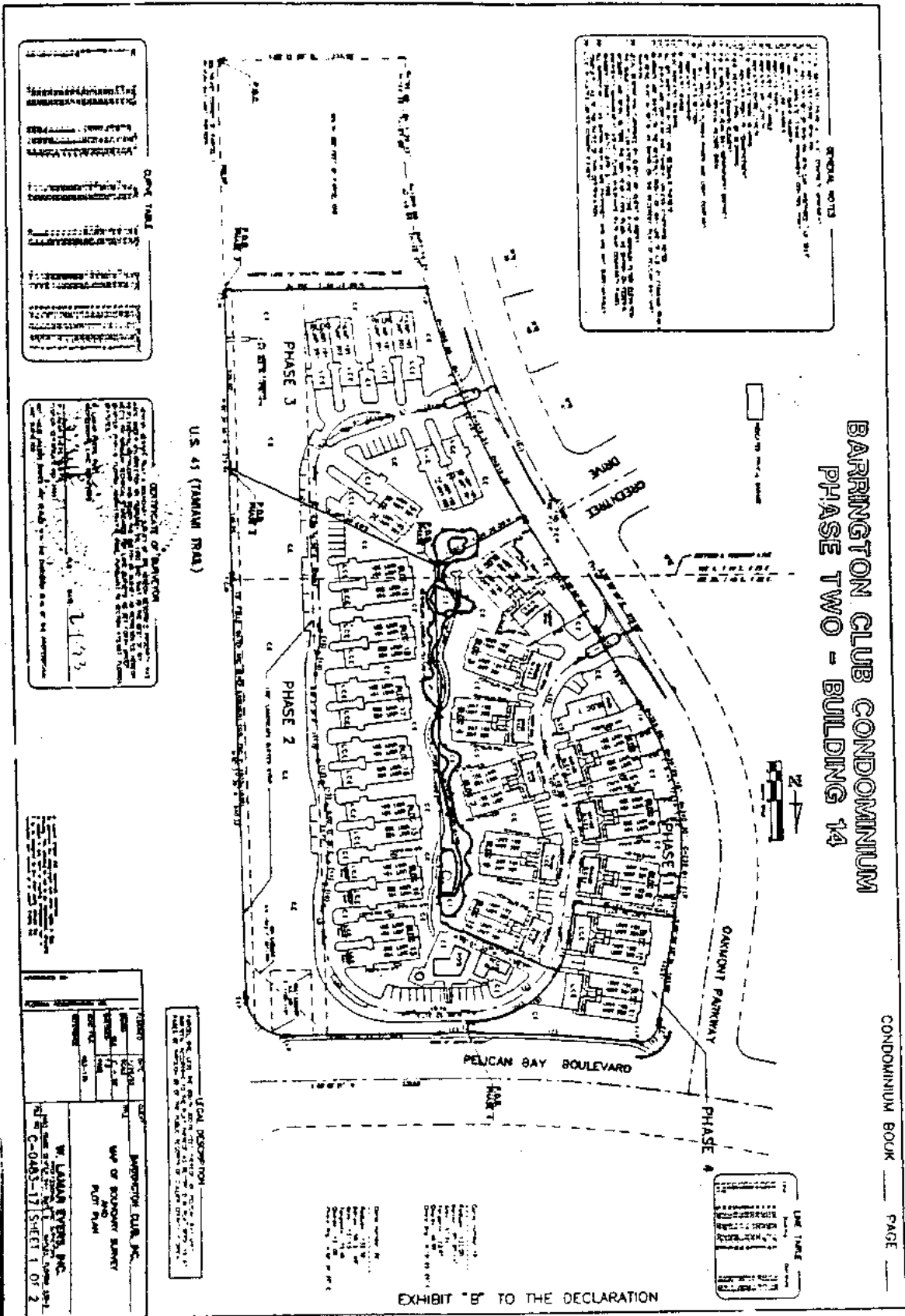
W.O. 0483  
January 28, 1993

483.B14

1193  
1793  
OR BOOK  
PAGE  
111619



unsatisfactory in this document  
when received.



**GENERAL NOTES**  
1. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
2. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
3. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
4. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
5. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
6. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
7. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
8. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
9. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
10. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.

**GENERAL NOTES**  
1. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
2. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
3. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
4. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
5. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
6. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
7. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
8. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
9. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
10. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.

**GENERAL NOTES**  
1. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
2. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
3. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
4. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
5. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
6. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
7. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
8. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
9. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
10. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.

OWNER	W. LAMAR EVERS, INC.
PROJECT	BARRINGTON CLUB, INC.
DATE	NOV 1988
SCALE	AS SHOWN
BY	W. LAMAR EVERS, INC.
CHECKED BY	W. LAMAR EVERS, INC.
DATE	NOV 1988
PROJECT	BARRINGTON CLUB, INC.
DATE	NOV 1988
SCALE	AS SHOWN
BY	W. LAMAR EVERS, INC.
CHECKED BY	W. LAMAR EVERS, INC.
DATE	NOV 1988

**LEGAL DESCRIPTION**  
THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.

**GENERAL NOTES**  
1. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
2. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
3. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
4. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
5. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
6. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
7. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
8. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
9. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.  
10. THE CONDOMINIUM IS SHOWN IN PHASE TWO - BUILDING 14.

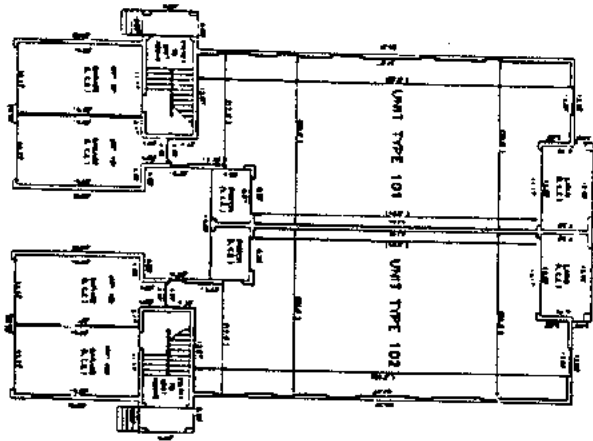
EXHIBIT "B" TO THE DECLARATION

VIII 0000 000 0001

RECORDS READ; Legibility of writing, typing or printing unsatisfactory in this document when received.

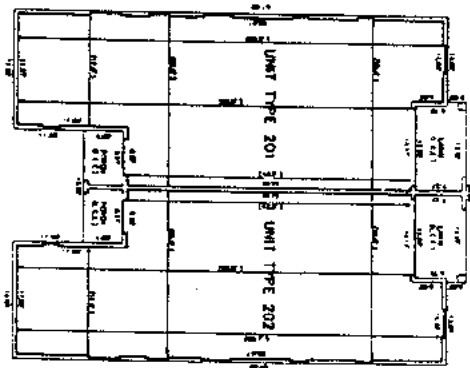
# BARRINGTON CLUB CONDOMINIUM PHASE TWO - BUILDING 14

FIRST FLOOR PLAN

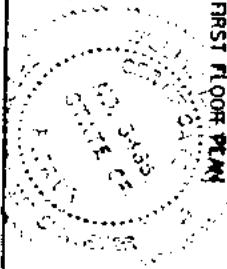


NOTES:  
1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
2. FINISHES ARE AS NOTED ON THE DRAWINGS.  
3. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF FINISHES.  
4. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF MATERIALS.  
5. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF EQUIPMENT.  
6. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF FIXTURES.  
7. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF ACCESSORIES.  
8. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF SPECIALTIES.  
9. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF OTHERS.  
10. REFER TO THE GENERAL NOTES FOR A COMPLETE LIST OF NOTES.

SECOND FLOOR PLAN



LONGITUDINAL SECTION



LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY IN THIS DOCUMENT WHEN RECEIVED.

PROJECT	BARRINGTON CLUB CONDOMINIUM
OWNER	W. LAMAR EVERETT, INC.
ARCHITECT	W. LAMAR EVERETT, INC.
DATE	1977
SHEET	2 OF 2

01731456

1993 AUG 17 PM 3:11

COLLIER COUNTY

RECORDED

REC 41.00  
PRM 3.50  
DOC  
INT  
IND

*retained*  
This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

AMENDMENT NUMBER ELEVEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

UR BOOK 1856  
PAGE: 001188

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 818; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 8, 1992, recorded October 8, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 28, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1818, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Buildings 15, Phase Two, 16, Phase Two and 21, Phase Three of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on August 13, 1993.

Signed, sealed and delivered in our presence:

*Paula S. Tew*  
Paula S. Tew

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout

By: *Tom M. High*  
Tom M. High, Vice President

State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on August 13, 1993.

(Notarial Seal)

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors  
1856  
OR BOOK

001189  
PAGE 1

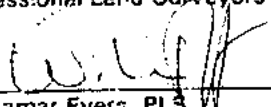
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase Two, Building 15 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase Two, Building 15 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

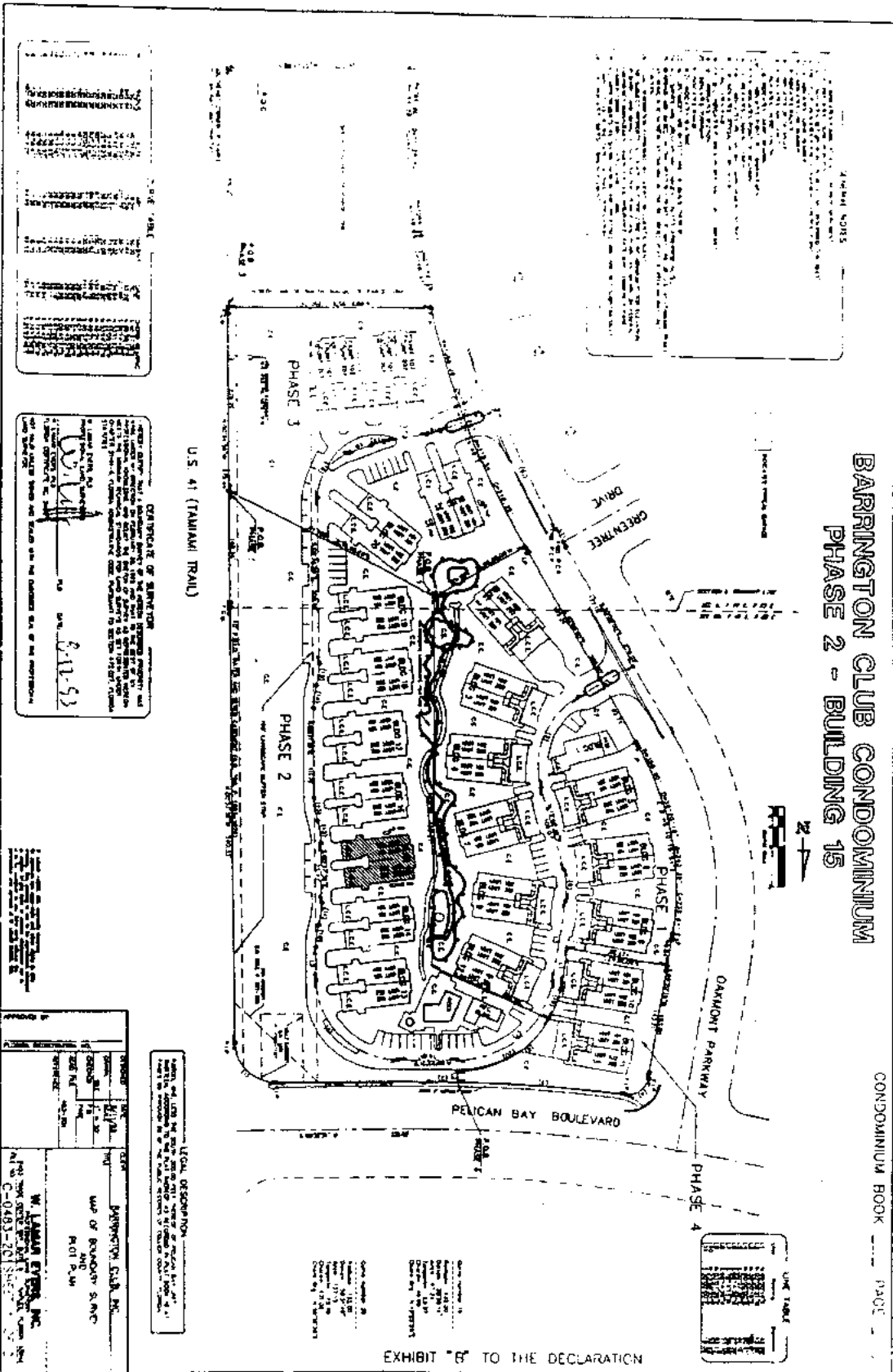
W. LAMAR EVERS, INC.  
Professional Land Surveyors

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

Date: 8-12-93

W.O. 0483  
August 12, 1993

483.B15



**LEGEND**

PHASE 1  
PHASE 2  
PHASE 3  
PHASE 4

CONDOMINIUM UNIT

COMMON AREA

DRIVE

GREEN TREE DRIVE

PELICAN BAY BOULEVARD

OAMONT PARKWAY

U.S. 41 (TAMIAMI TRAIL)

**CERTIFICATE OF SURVEY**

W. TAMARA EVERETT, INC.

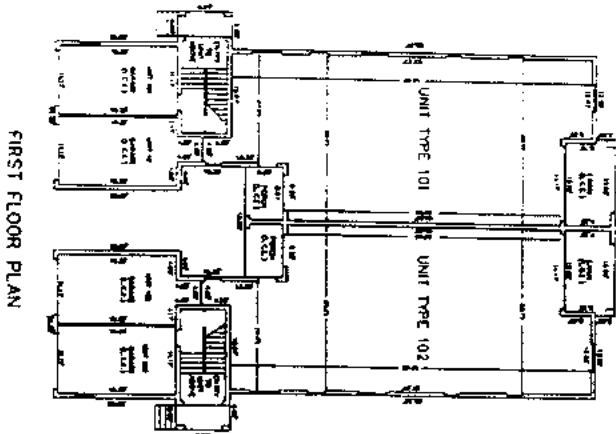
DATE: 5/15/53

OWNER	W. TAMARA EVERETT, INC.
PREPARED BY	W. TAMARA EVERETT, INC.
DATE	5/15/53
PROJECT	BARRINGTON CLUB AND PHASE 2 - BUILDING 15
ADDRESS	11111 TAMARA DRIVE, TAMPA, FLORIDA 33613
PHONE	813-288-1111

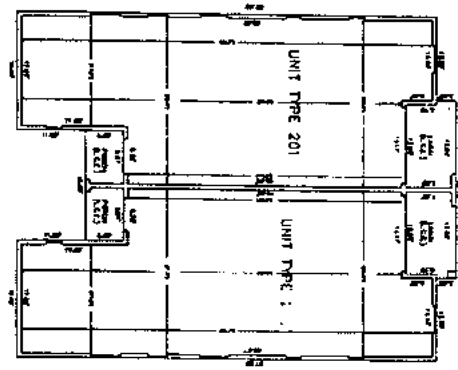
BARRINGTON CLUB CONDOMINIUM  
PHASE 2 - BUILDING 15

CONDOMINIUM BOOK PAGE

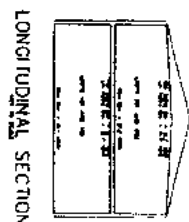
GENERAL NOTES:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.  
3. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
7. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL WORK DONE.  
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.  
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.  
10. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL WORK DONE.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



LONGITUDINAL SECTION

BARRINGTON CLUB INC. BARRINGTON CLUB CONDOMINIUM 1500 W. JEFFERSON ST. SUITE 100 CHICAGO, ILL. 60607 TEL: C-0443-20   SHEET 2 OF 2	
PROJECT NO. SHEET NO. DATE	DRAWN BY CHECKED BY APPROVED BY

OR: 3063 PG: 0252

Investigatory in this document when received.

REC 175  
PRM 38  
DOC  
INT  
IND

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

AMENDMENT NUMBER TWELVE TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1... Amendment Number Three to the Declaration of Condominium, dated October 8, 1992, recorded October 8, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383, and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1818, and Amendment Number Eleven to Declaration of Condominium, dated August 13, 1993, recorded August 17, 1993, in Official Records Book 185E, page 1188, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 11, Phase Four of said condominium.

001884  
OR BOOK  
000892  
PAGE

93 NOV 15 PM 2:40  
RECORDED  
01759331  
COLLIER COUNTY

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on November 10, 1993.

Signed, sealed and delivered in our presence:

Paula S. Tew  
Paula S. Tew

BARRINGTON CLUB,

Julia A. Trout  
Julia A. Trout

By: Tom M. High  
Tom M. High, Vice President

State of Florida  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on November 10, 1993.

(Notarial Seal)

Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

Julia A. Trout  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

**W. LAMAR EVERS, INC.**  
Professional Land Surveyors

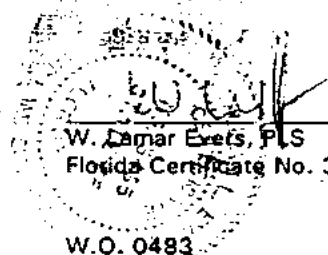
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase Four, Building 11 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase Four, Building 11 and that the identification, location and dimensions of the common elements of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

001884  
OR BOOK  
000883  
PAGE



W. Lamar Evers, PLS  
Florida Certificate No. 3465

PLS

Date: 10-26-93

W.O. 0483  
October 26, 1993

483.B11

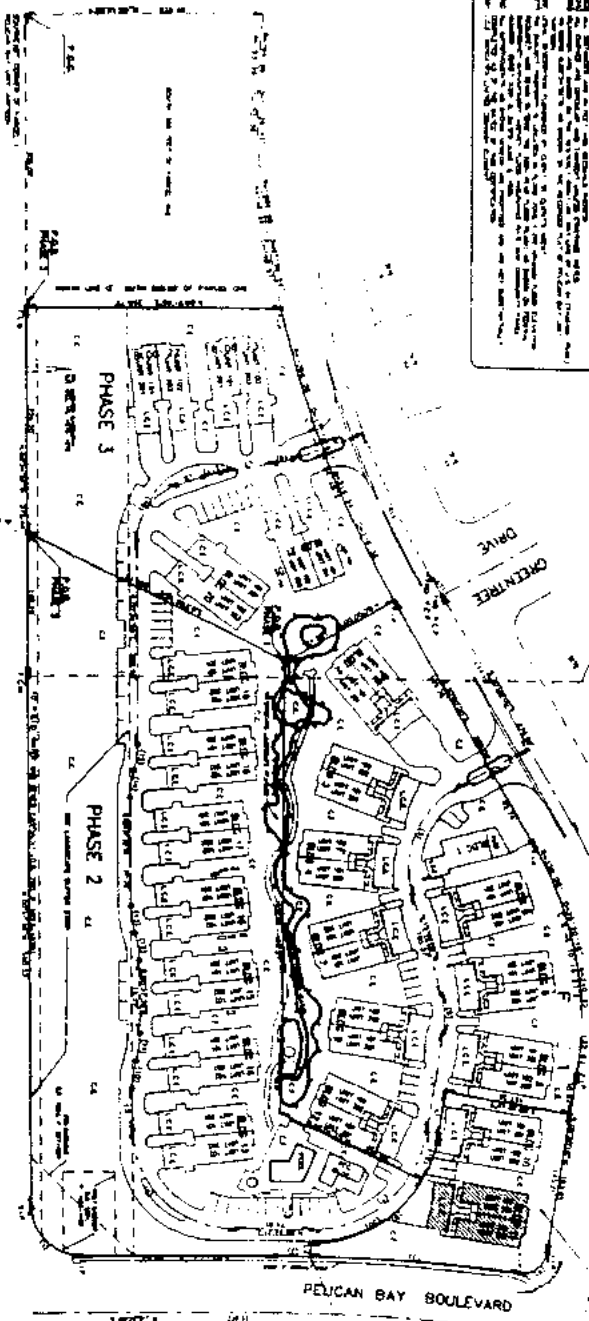


# BARINGTON CLUB CONDOMINIUM PHASE 4 - BUILDING 11

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**GENERAL NOTES**

1. THIS PLAN IS A PART OF THE DECLARATION AND THE CONDOMINIUM BYLAWS FOR THE BARINGTON CLUB CONDOMINIUM.
2. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
3. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
4. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
5. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
6. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
7. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
8. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
9. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.
10. THE CONDOMINIUM IS BOUND BY THE DECLARATION AND THE CONDOMINIUM BYLAWS.



**CONTRACT**

THIS CONTRACT IS A PART OF THE DECLARATION AND THE CONDOMINIUM BYLAWS FOR THE BARINGTON CLUB CONDOMINIUM.

**CONTRACT**

THIS CONTRACT IS A PART OF THE DECLARATION AND THE CONDOMINIUM BYLAWS FOR THE BARINGTON CLUB CONDOMINIUM.

NO.	DESCRIPTION	DATE	BY
1	W. LAMAR EYERS, INC.		
2	W. LAMAR EYERS, INC.		
3	W. LAMAR EYERS, INC.		
4	W. LAMAR EYERS, INC.		
5	W. LAMAR EYERS, INC.		
6	W. LAMAR EYERS, INC.		
7	W. LAMAR EYERS, INC.		
8	W. LAMAR EYERS, INC.		
9	W. LAMAR EYERS, INC.		
10	W. LAMAR EYERS, INC.		

**LEGAL DESCRIPTION**

THIS LEGAL DESCRIPTION IS A PART OF THE DECLARATION AND THE CONDOMINIUM BYLAWS FOR THE BARINGTON CLUB CONDOMINIUM.

EXHIBIT "B" TO THE DECLARATION

unsatisfactory in this document when received.

001884  
OR BOOK

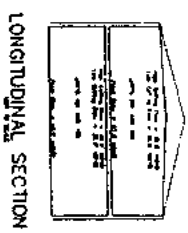
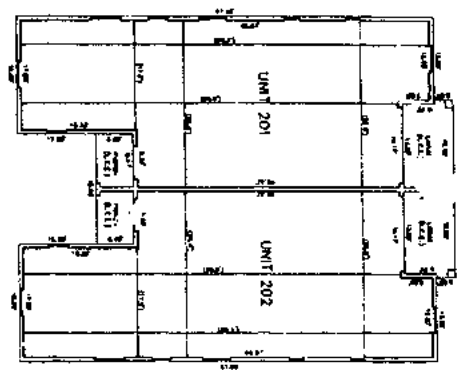
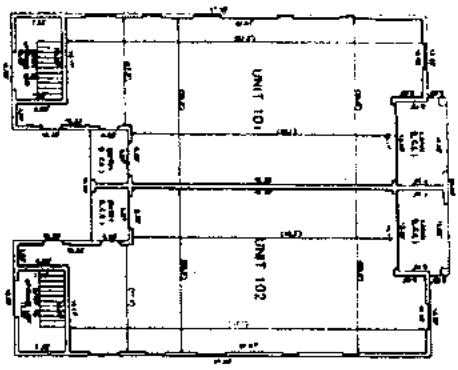
000884  
PAGE

OR: 3063 PG: 0256

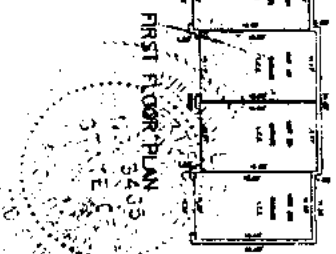
# BARRINGTON CLUB CONDOMINIUM PHASE 4 - BUILDING 11

CONDOMINIUM BOOK PAGE

GENERAL NOTES  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. FINISHES ARE AS NOTED.  
3. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.  
4. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR DETAILS.  
5. SEE CIVIL DRAWINGS FOR ELEVATIONS AND GRADING.  
6. SEE STRUCTURAL DRAWINGS FOR FOUNDATIONS AND SLABS.  
7. SEE INTERIORS DRAWINGS FOR FINISHES AND FIXTURES.  
8. SEE EXTERIORS DRAWINGS FOR CURBS AND LANDSCAPING.  
9. SEE SCHEDULES FOR MATERIALS AND FINISHES.  
10. SEE NOTES ON OTHER SHEETS FOR ADDITIONAL INFORMATION.  
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.  
13. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
14. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.  
15. THE CONTRACTOR SHALL MAINTAIN A NEAT AND SAFE WORK SITE AT ALL TIMES.  
16. THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF VALUES AND A LIST OF SUBCONTRACTORS AND SUPPLIERS.  
17. THE CONTRACTOR SHALL SUBMIT A PROGRESS REPORT EVERY TWO WEEKS.  
18. THE CONTRACTOR SHALL SUBMIT A FINAL REPORT AT THE END OF THE PROJECT.  
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES AND STRUCTURES.  
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.  
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.  
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.  
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.  
24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.  
25. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.  
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.  
27. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.  
28. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.  
29. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES AND STRUCTURES.  
30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL ADJACENT PROPERTIES.



LONGITUDINAL SECTION



FIRST FLOOR PLAN  
3433

SECOND FLOOR PLAN

PROJECT NO.	BARRINGTON CLUB INC.
DATE	
SCALE	
DESIGNED BY	
CHECKED BY	
APPROVED BY	
DATE	
<b>W. LAW, ARCHITECT, INC.</b> BARRINGTON CLUB CONDOMINIUM 1715 C-0483-22 SHEET 2 OF 2	

EXHIBIT 'C' TO THE DECLARATION

001884  
OR BOOK

000885  
PAGE

UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

*Volume 70*

REC **1300** This instrument prepared by:  
PRM **A.W.** J. Stephen Crawford, Esq.  
DOC 5551 Ridgewood Drive, Suite 201  
INT Naples, Florida 33963  
IND \_\_\_\_\_

For Clerk of Court

**BARRINGTON CLUB CONDOMINIUM  
REVISED  
AMENDMENT NUMBER TWO  
TO DECLARATION OF CONDOMINIUM**

9th JAN 21 PM 4:11  
RECORDED

Whereas, Barrington Club, Inc., a Florida corporation (the "Developer"), the developer of Barrington Club Condominium (the "Condominium"), executed Amendment Number Two to the Declaration of Condominium for Barrington Club Condominium on August 26, 1992, and the same was recorded on August 27, 1992, in Official Records Book 1747, page 1421, of the Public Records of Collier County Florida; and

OR BOOK  
001907

Whereas, the Developer wishes to amend said Amendment Number Two to conform the same to the provisions of §718.403(6), Florida Statutes; and

01781583  
COLLIER COUNTY

Whereas, the Developer intended that the Condominium should remain a phase condominium.

PAGE  
000087

Now, therefore, the Developer hereby confirms the addition of certain land to the Condominium, as follows:

- (a) Barrington Club, Inc. confirms submission to condominium ownership effective August 27, 1992, as Phase 4 of the Condominium, the land described in (b) below, and improvements now or hereafter constructed thereon, to the condominium form of ownership and use upon the terms and conditions set forth in the Declaration of Condominium for Barrington Club Condominium, as recorded in Official Records Book 1745, page 618, of the Public Records of Collier County, Florida, and all amendments thereto.
- (b) The legal description of the land being added to the Condominium is as set forth in Exhibit "A" of the aforesaid Declaration.
- (c) An identification by number of each unit within the land hereby added to the Condominium is as set forth in Exhibit "A" of the aforesaid Declaration.
- (d) A survey of the additional land and a graphic description of the improvements in which any units are located and a plot plan thereof

are set forth in Exhibit "A" of the aforesaid Declaration. The units to be constructed in Phase 4 have not been substantially completed. A certificate of a surveyor, in conformance with §718.104(4)(e), Florida Statutes, will be filed when the units have been substantially completed.

- (e) The undivided fractional share in the common elements appurtenant to each unit in the Condominium is 1/89th.
- (f) The fractional share of, and the manner of sharing the common expenses and owning the common surplus of the Condominium is 1/89th to be shared proportionately and at the same rate.
- (g) Section 1.1 of the Declaration is amended to read as originally recorded, to-wit: "1.1. Submission. The purpose of this Declaration is to submit the the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described as Phases 1, 2 and 3 in Exhibit "A" hereto annexed and made a part hereof and the improvements on such lands to the condominium form of ownership and use upon the terms and conditions herein set forth."

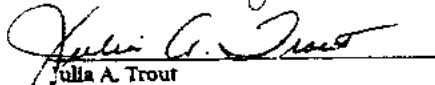
001907  
OR BOOK  
000088  
PAGE

In witness whereof, the Developer has caused this instrument to be duly executed on January 3, 1994.

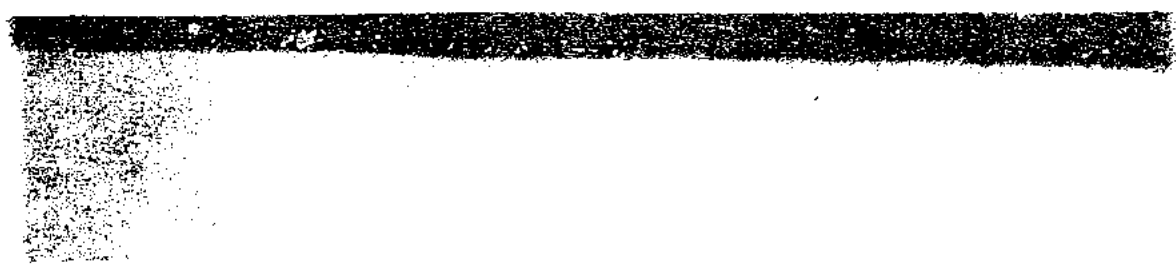
Witnesses:

  
J. Stephen Crawford

BARRINGTON CLUB, INC.

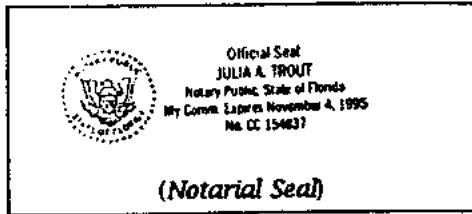
  
Julia A. Trout

By:   
Tom M. High, Vice President



State of Florida }  
County of Collier }

The foregoing instrument was acknowledged on oath before me on January 3, 1994, by Tom M. High, who is personally known to me, Vice President of Barrington Club, Inc., a Florida corporation, on behalf of the corporation.



*Julia A. Trout*  
Notary Public, State of Florida  
Name: JULIA A. TROUT  
Commission No.: CC154837  
Expiration Date: 11-4-95

001907  
OR BOOK

000089  
PAGE

REC 17.00  
PRM 2.50  
DOC  
INT  
IND  
This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

AMENDMENT NUMBER THIRTEEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

001907  
OR BOOK

000090  
PAGE

94 JAN 21 PM 4:11

RECORDED

01781584

COLLIER COUNTY

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1618, Amendment Number Eleven to Declaration of Condominium, dated August 13, 1993, recorded August 17, 1993, in Official Records Book 1856, page 1188, and Amendment Number Twelve, dated November 10, 1993, recorded November 15, 1993, in Official Records Book 1884, page 662, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 10, Phase Four of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on January 19, 1994.

Signed, sealed and delivered in our presence:

*Paula S. Tew*  
Paula S. Tew

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout

By: *Tom M. High*  
Tom M. High, Vice President

State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on January 19, 1994.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154817

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

001907  
OR BOOK

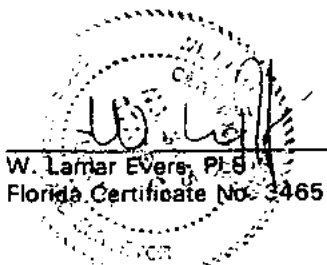
000091  
PAGE

**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase Four, Building 10 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase Four, Building 10 and that the identification, location and dimensions of the common elements of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.



PLS

Date: 12-5-93

W. Lamar Evers, P.L.S.  
Florida Certificate No. 2465

W.O. 0483  
December 5, 1993

483.B11

OR: 3063 PG: 0262

when received.

# BARRINGTON CLUB CONDOMINIUM PHASE 4 - BUILDING 10

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**GENERAL NOTES**

1. THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT HIS WRITTEN CONSENT.

2. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY DATA OR THE LEGAL DESCRIPTION THEREON.

3. THE ARCHITECT HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE CONSTRUCTION OF THE BUILDING.

4. THE ARCHITECT HAS OBSERVED THE CONSTRUCTION OF THE BUILDING AND HAS NOTIFIED THE ARCHITECT OF ANY DEFECTS.

5. THE ARCHITECT HAS OBSERVED THE CONSTRUCTION OF THE BUILDING AND HAS NOTIFIED THE ARCHITECT OF ANY DEFECTS.

6. THE ARCHITECT HAS OBSERVED THE CONSTRUCTION OF THE BUILDING AND HAS NOTIFIED THE ARCHITECT OF ANY DEFECTS.

**LINE TABLE**

1. 1/4" = 1' - 0"

2. 1/8" = 1' - 0"

3. 1/16" = 1' - 0"

4. 1/32" = 1' - 0"

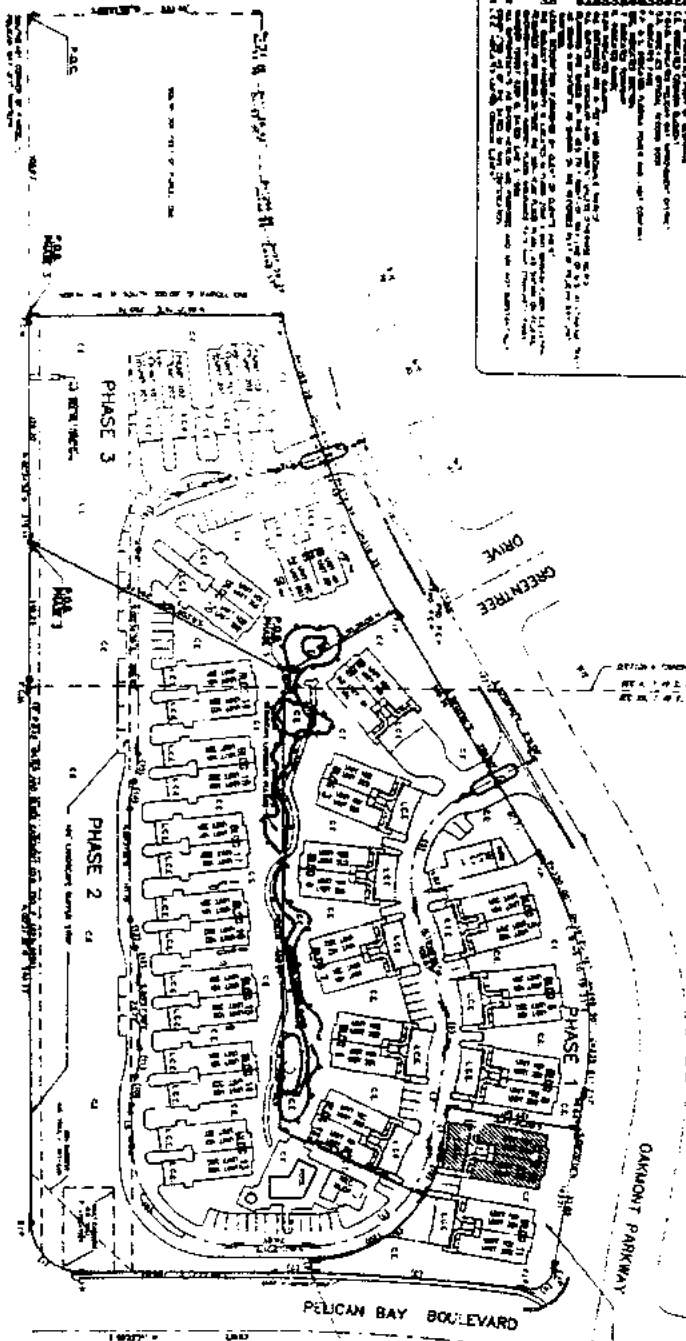
5. 1/64" = 1' - 0"

**LEGAL DESCRIPTION**

U.S. 41 (TAMARISK PHASE)

W. LAJAN PERRY, INC.

10700 C-0403-231 SHEET 1 OF 2



**LINE TABLE**

1. 1/4" = 1' - 0"

2. 1/8" = 1' - 0"

3. 1/16" = 1' - 0"

4. 1/32" = 1' - 0"

5. 1/64" = 1' - 0"

**LEGAL DESCRIPTION**

U.S. 41 (TAMARISK PHASE)

W. LAJAN PERRY, INC.

10700 C-0403-231 SHEET 1 OF 2

NO.	DATE	DESCRIPTION
1	1/1/73	ISSUED FOR PERMITS
2	1/15/73	REVISED PER PERMITS
3	1/22/73	REVISED PER PERMITS
4	1/29/73	REVISED PER PERMITS
5	2/5/73	REVISED PER PERMITS
6	2/12/73	REVISED PER PERMITS
7	2/19/73	REVISED PER PERMITS
8	2/26/73	REVISED PER PERMITS
9	3/5/73	REVISED PER PERMITS
10	3/12/73	REVISED PER PERMITS
11	3/19/73	REVISED PER PERMITS
12	3/26/73	REVISED PER PERMITS
13	4/2/73	REVISED PER PERMITS
14	4/9/73	REVISED PER PERMITS
15	4/16/73	REVISED PER PERMITS
16	4/23/73	REVISED PER PERMITS
17	4/30/73	REVISED PER PERMITS
18	5/7/73	REVISED PER PERMITS
19	5/14/73	REVISED PER PERMITS
20	5/21/73	REVISED PER PERMITS
21	5/28/73	REVISED PER PERMITS
22	6/4/73	REVISED PER PERMITS
23	6/11/73	REVISED PER PERMITS
24	6/18/73	REVISED PER PERMITS
25	6/25/73	REVISED PER PERMITS
26	7/2/73	REVISED PER PERMITS
27	7/9/73	REVISED PER PERMITS
28	7/16/73	REVISED PER PERMITS
29	7/23/73	REVISED PER PERMITS
30	7/30/73	REVISED PER PERMITS

EXHIBIT "B" TO THE DECLARATION

001907  
OR BOOK

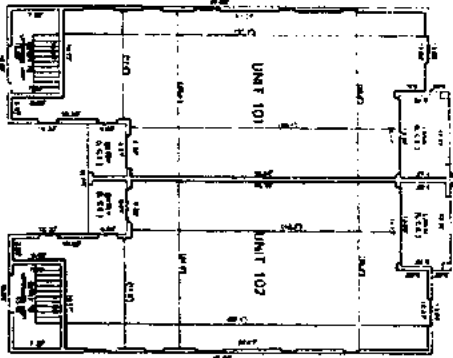
000092  
PAGE



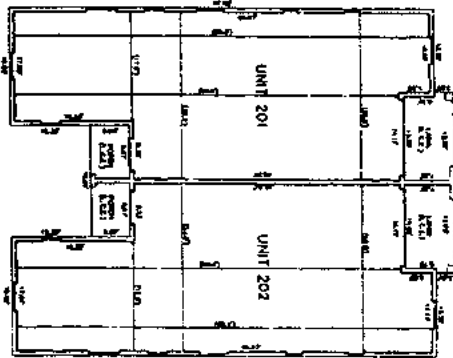
**BARRINGTON CLUB CONDOMINIUM  
PHASE 4 - BUILDING 10**

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**GENERAL NOTES**  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. FINISHES ARE TO BE AS SHOWN ON THE FINISH SCHEDULE.  
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL ORDINANCES.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.  
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
6. ALL UTILITIES SHALL BE PROTECTED AND DEEPLY REPAIRED.  
7. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL WORK.  
8. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.  
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
10. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



LONGITUDINAL SECTION

**REVISIONS**

NO.	DATE	DESCRIPTION
1	01/15/00	ISSUED FOR PERMITS
2	02/10/00	REVISED PER ARCHITECT COMMENTS
3	03/05/00	REVISED PER ARCHITECT COMMENTS
4	04/01/00	REVISED PER ARCHITECT COMMENTS

**W. LAWRENCE STEVENSON, INC.**  
REGISTERED PROFESSIONAL ARCHITECT  
FLORIDA LICENSE NO. 12345  
1000 BARRINGTON CLUB DRIVE  
SEASIDE, FLORIDA 33956  
C-0403-23 SHEET 2 OF 2

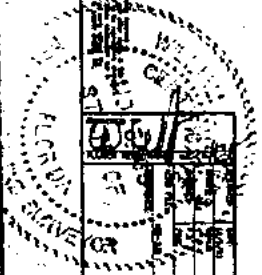


EXHIBIT 'C' TO THE DECLARATION

001907

000093

OR BOOK

PAGE

Recorded and certified  
in official records of  
COLLIER COUNTY, FLORIDA  
DWIGHT E. KROCK, CLERK

OR: 3063 PG: 0263

001922  
OR BOOK

001956  
PAGE

This instrument prepared by:  
J. Stephen Crawford, Esq.  
5551 Ridgewood Drive, Suite 201  
Naples, Florida 33963

For Clerk of Court

**AMENDMENT NUMBER FOURTEEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

REC'D  
DOC  
INT  
IND

**BARRINGTON CLUB, INC.**, a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1992, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1818, Amendment Number Eleven to Declaration of Condominium, dated August 13, 1993, recorded August 17, 1993, in Official Records Book 1856, page 1188, Amendment Number Twelve, dated November 10, 1993, recorded November 15, 1993, in Official Records Book 1884, page 882, and Amendment Number Thirteen to Declaration of Condominium, dated January 19, 1994, recorded January 21, 1994, in Official Records Book 1907, page 90, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(a) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 20, Phase Three of said condominium.

94 MAR 11 PM 4:10

RECORDED

U1797761

COLLIER COUNTY

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on February 22, 1994.

Signed, sealed and delivered in our presence:

Paula S. Tew  
Paula S. Tew

BARRINGTON CLUB, INC.

Julia A. Trout  
Julia A. Trout

By: Tom M. High  
Tom M. High, Vice President

State of Florida }  
County of Collier }

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on February 22, 1994.

(Notarial Seal)

Julia A. Trout  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

001922  
OR BOOK

001957  
PAGE

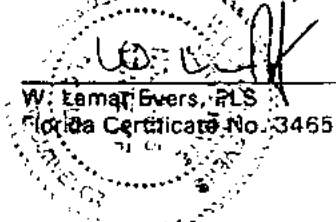
BARRINGTON CLUB CONDOMINIUM

CERTIFICATE OF SURVEYOR

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase 3, Building 20 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase 3, Building 20 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, PLS  
Professional Land Surveyor



PLS

Date: 2-22-94

W. Lamar Evers, PLS  
Florida Certificate No. 3465

W.O. 0483  
February 22, 1994

483.B20

of writing, typing, or printing  
unsatisfactory in this document  
when received.

# BARRINGTON CLUB CONDOMINIUM PHASE 3 - BUILDING 20

CONDOMINIUM BOOK PAGE

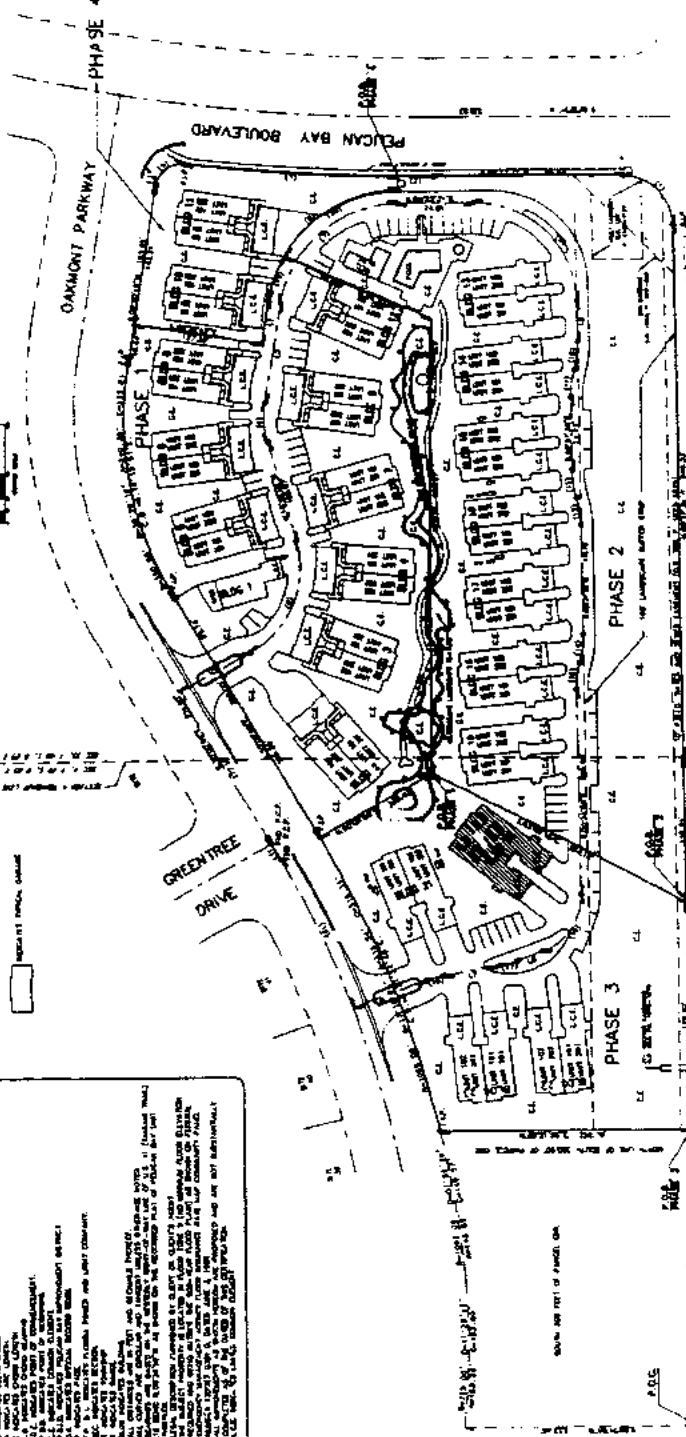
LEGEND

1. UNITS
2. COMMON AREAS
3. DRIVEWAYS
4. DRIVEWAYS
5. DRIVEWAYS
6. DRIVEWAYS



**GENERAL NOTES**

1. ALL DIMENSIONS SHOWN ARE APPROXIMATE.
2. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
14. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
15. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
16. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
17. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
21. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
22. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
23. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
24. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
25. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
26. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
27. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
28. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
29. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.
30. ALL DIMENSIONS SHALL BE TAKEN FROM THE FACE OF THE DIMENSIONED MEMBER UNLESS OTHERWISE NOTED.



LEGAL DESCRIPTION  
This is a map of the Barrington Club Condominium, Phase 3, Building 20, as shown on the attached plan, and is subject to the provisions of the Condominium Act, Chapter 719, Florida Statutes.

CERTIFICATE OF SURVEYOR  
I, the undersigned, being duly sworn, depose and say that I am a duly licensed and qualified Professional Engineer and Surveyor in the State of Florida, and that I have personally surveyed and prepared the plan hereto attached for the Barrington Club Condominium, Phase 3, Building 20, in accordance with the provisions of the Condominium Act, Chapter 719, Florida Statutes, and that the same is a true and correct copy of the original survey.

DATE: 2-28-78

PROFESSIONAL SEAL OF SURVEYOR  
FLORIDA REGISTERED PROFESSIONAL ENGINEERS AND SURVEYORS  
STATE OF FLORIDA

COURSE TABLE

LINE	BEARING	DISTANCE
1	N 89° 30' 00" E	15.00
2	S 89° 30' 00" E	15.00
3	S 00° 00' 00" E	15.00
4	S 89° 30' 00" E	15.00
5	N 89° 30' 00" E	15.00
6	N 89° 30' 00" E	15.00
7	S 89° 30' 00" E	15.00
8	S 89° 30' 00" E	15.00
9	S 89° 30' 00" E	15.00
10	S 89° 30' 00" E	15.00
11	S 89° 30' 00" E	15.00
12	S 89° 30' 00" E	15.00
13	S 89° 30' 00" E	15.00
14	S 89° 30' 00" E	15.00
15	S 89° 30' 00" E	15.00
16	S 89° 30' 00" E	15.00
17	S 89° 30' 00" E	15.00
18	S 89° 30' 00" E	15.00
19	S 89° 30' 00" E	15.00
20	S 89° 30' 00" E	15.00
21	S 89° 30' 00" E	15.00
22	S 89° 30' 00" E	15.00
23	S 89° 30' 00" E	15.00
24	S 89° 30' 00" E	15.00
25	S 89° 30' 00" E	15.00
26	S 89° 30' 00" E	15.00
27	S 89° 30' 00" E	15.00
28	S 89° 30' 00" E	15.00
29	S 89° 30' 00" E	15.00
30	S 89° 30' 00" E	15.00

W. LAMAR EYERS, INC.  
MAP OF BARRINGTON CLUB  
PLAT PLAN  
C-10483-23 SHEET 1 OF 2

9070 31 606 70

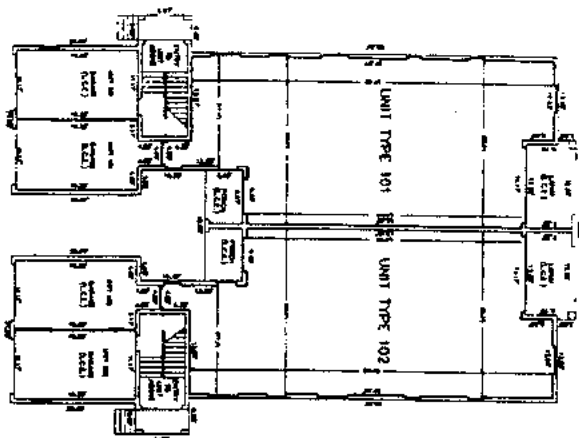
OR: 3063 PG: 0267

BARRINGTON CLUB CONDOMINIUM  
PHASE 3 - BUILDING 20

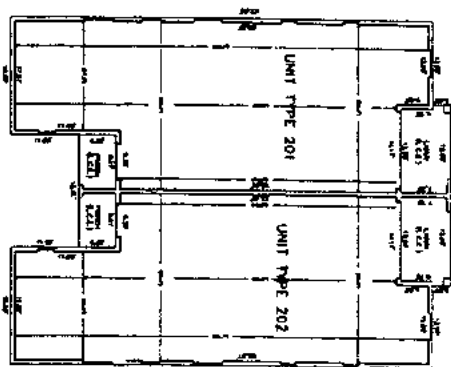
CONDOMINIUM BOOK PAGE

GENERAL NOTES:  
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
2. FINISHES ARE AS NOTED.  
3. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.  
4. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR DETAILS.  
5. REFER TO STRUCTURAL DRAWINGS FOR DETAILS.  
6. REFER TO CIVIL DRAWINGS FOR DETAILS.  
7. REFER TO LANDSCAPE ARCHITECTURE DRAWINGS FOR DETAILS.  
8. REFER TO INTERIOR DESIGN DRAWINGS FOR DETAILS.  
9. REFER TO ENVIRONMENTAL CONTROL DRAWINGS FOR DETAILS.  
10. REFER TO SPECIALTIES DRAWINGS FOR DETAILS.  
11. REFER TO SCHEDULES FOR MATERIALS AND METHODS OF CONSTRUCTION.  
12. REFER TO SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.  
13. REFER TO CONTRACT DOCUMENTS FOR DETAILS.  
14. REFER TO PERMITS FOR DETAILS.  
15. REFER TO REGULATIONS FOR DETAILS.  
16. REFER TO ORDINANCES FOR DETAILS.  
17. REFER TO CODES FOR DETAILS.  
18. REFER TO STANDARDS FOR DETAILS.  
19. REFER TO PRACTICES FOR DETAILS.  
20. REFER TO CONVENTIONS FOR DETAILS.

FIRST FLOOR PLAN



SECOND FLOOR PLAN



LONGITUDINAL SECTION

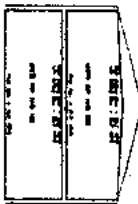


EXHIBIT 'C' TO THE DECLARATION

REPRODUCED HEREIN, Legibility  
of writing, typing, or printing  
unsatisfactory in this document  
when received.

W. JAMES STEIN, INC.  
BARRINGTON CLUB CONDOMINIUM  
C-0483-25 SHEET 2 OF 2

BARRINGTON CLUB, INC.

PHASE 3 - BUILDING 20

DATE: 11/11/03

SCALE: AS SHOWN

BY: [Signature]

CHECKED: [Signature]

APPROVED: [Signature]

Revised and corrected  
by [Signature] 11/11/03  
11/11/03

01819149  
COLLIER COUNTY

94 MAY -6 AM 11:45

RECORDED

This instrument prepared by:  
J. Stephen Crawford, Esq.  
801 Laurel Oak Drive, Suite 420  
Naples, Florida 33963

Per Clerk of Court

REC  
PRM  
DOC  
INT  
END

**AMENDMENT NUMBER FIFTEEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1746, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 796; Amendment Number Two to the Declaration of Condominium, dated August 25, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1796, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1959, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1618, Amendment Number Eleven to Declaration of Condominium, dated August 13, 1993, recorded August 17, 1993, in Official Records Book 1856, page 1188, Amendment Number Twelve, dated November 10, 1993, recorded November 15, 1993, in Official Records Book 1894, page 882, Amendment Number Thirteen to Declaration of Condominium, dated January 19, 1994, recorded January 21, 1994, in Official Records Book 1907, page 90, and Amendment Number Fourteen to Declaration of Condominium, dated February 22, 1994, recorded March 11, 1994, in Official Records Book 1922, page 1956, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 19, Phase Two of said condominium.

001944  
OR BOOK  
001383  
PAGE

OR: 3063 PG: 0268

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on April 25, 1994.

Signed, sealed and delivered in our presence:

*Paula S. Tew*  
Paula S. Tew

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout

By *Tom M. High*  
Tom M. High, Vice President

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on April 24, 1994.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154837

001944

001384

OR BOOK

PAGE

**W. LAMAR EVERS, PLS**  
**Surveying and Mapping Consultant**

5111 8th Avenue S.W. Naples, Florida 33999  
Ph.: (813) 353-9300 Fax: (813) 353-8101

**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase 2, Building 19 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase 2, Building 19 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, PLS  
Professional Land Surveyor

  
\_\_\_\_\_, PLS  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

Date: 4-25-94

W.O. 0483  
April 25, 1994

483.B20

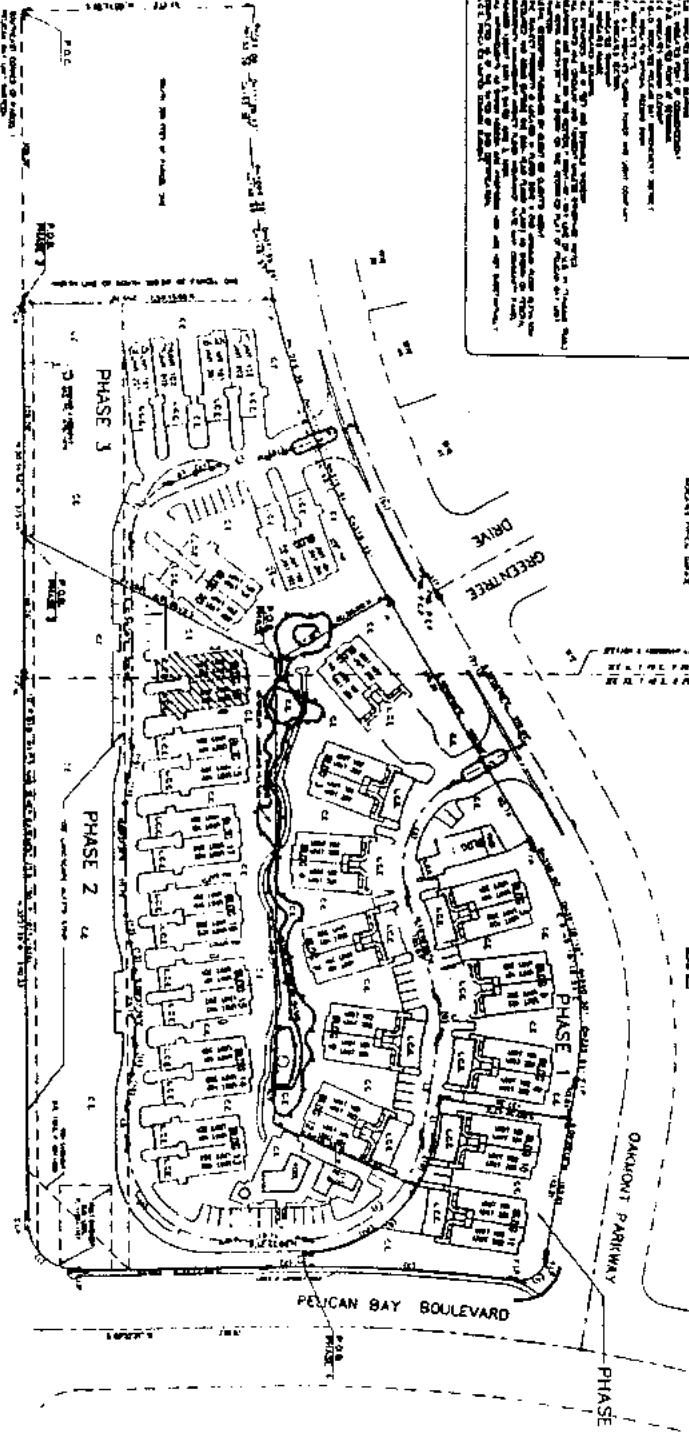
RECORDERS MEMO: Legibility of writing, typing or printing was satisfactory in this document when received.


COPYRIGHT © 1994 BY  
W. LAMAR EYRE, INC.  
ALL RIGHTS RESERVED.

**GENERAL NOTES**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE LOCAL AGENCIES.
2. THE DISTANCES SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO SURVEY.
3. THE BOUNDARIES SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO SURVEY.
4. THE AREAS SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO SURVEY.
5. THE DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO SURVEY.
6. THE ANGLES SHOWN ON THIS PLAN ARE APPROXIMATE AND SUBJECT TO SURVEY.
7. THE AREA OF THIS PLAN IS APPROXIMATE AND SUBJECT TO SURVEY.
8. THE PERIMETER OF THIS PLAN IS APPROXIMATE AND SUBJECT TO SURVEY.
9. THE VOLUME OF THIS PLAN IS APPROXIMATE AND SUBJECT TO SURVEY.
10. THE WEIGHT OF THIS PLAN IS APPROXIMATE AND SUBJECT TO SURVEY.

U.S. 41 (TAMUAMI TRAIL)



**BARRINGTON CLUB CONDOMINIUM  
PHASE 2 - BUILDING 19**

CONDOMINIUM BOOK PAGE

<b>LEGAL DESCRIPTION</b>	
<b>W. LAMAR EYRE, INC.</b>	
<b>NAME OF RECORDING PARTY</b>	
<b>FLAT PLAN</b>	
<b>W. LAMAR EYRE, INC.</b>	
<b>C-0403-261 SHEET 1 OF 2</b>	

EXHIBIT "B" TO THE DECLARATION

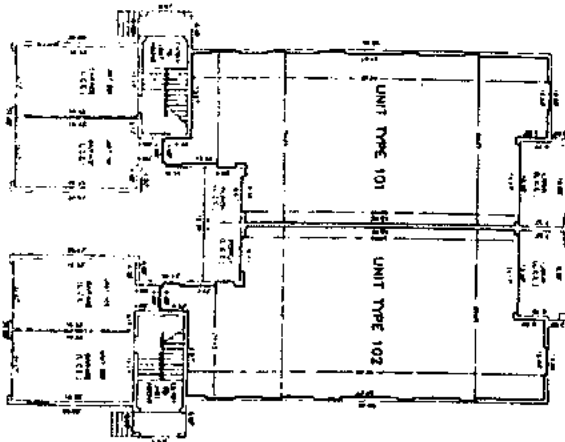
DR: 3063 Pg: 0210



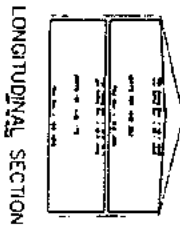
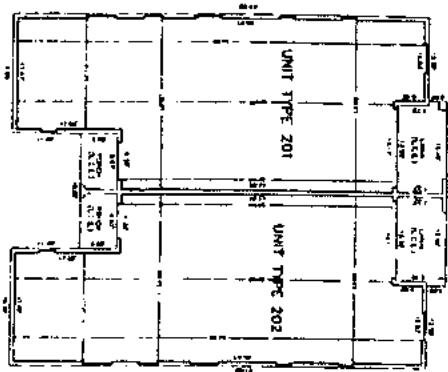
RECORDS MEMO: Legibility of writing, typing or printing unsatisfactory in this document when received.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



BARRINGTON CLUB CONDOMINIUM  
PHASE 2 - BUILDING 19

CONDOMINIUM BOOK PAGE

PROJECT	NO.	DATE
BARRINGTON CLUB CONDOMINIUM	200	1/24
W. LAMAR EVERS, INC.		
C-0400-28		SHEET 1 OF 2

RECORDED IN PUBLIC RECORDS OF  
COLLIER COUNTY, FLORIDA  
DWAYNE C. DANIEL, CLERK

EXHIBIT 'C' TO THE DECLARATION

UK: 3063 PG: 0211

01828451  
COLLIER COUNTY

94 JUN -2 PM 3:29  
RECORDED

OR: 3063 PG: 0272

This instrument prepared by:  
J. Stephen Crawford, Esq.  
801 Laurel Oak Drive, Suite 423  
Naples, Florida 33963

Fee Paid at Court

REC. 1-10  
PRM 1-10  
DOC \_\_\_\_\_  
INT \_\_\_\_\_  
IND \_\_\_\_\_

**AMENDMENT NUMBER SIXTEEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM**

001953  
OR BOOK

001443  
PAGE

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 818; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 796; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 8, 1992, recorded October 8, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2058, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1618, Amendment Number Eleven to Declaration of Condominium, dated August 13, 1993, recorded August 17, 1993, in Official Records Book 1856, page 1188, Amendment Number Twelve, dated November 10, 1993, recorded November 15, 1993, in Official Records Book 1884, page 882, Amendment Number Thirteen to Declaration of Condominium, dated January 19, 1994, recorded January 21, 1994, in Official Records Book 1907, page 90, Amendment Number Fourteen to Declaration of Condominium, dated February 22, 1994, recorded March 11, 1994, in Official Records Book 1922, page 1956, and Amendment Number Fifteen to Declaration of Condominium, dated February 22, 1994, recorded March 22, 1994, in Official Records Book 1922, page 1956, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 16, Phase Two of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on May 31, 1994.

Signed, sealed and delivered in our presence:

*Paula S. Tew*  
Paula S. Tew

BARRINGTON CLUB, INC.

*Julia A. Trout*  
Julia A. Trout

By: *Tom M. High*  
Tom M. High, Vice President

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on May 31, 1994.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

*Julia A. Trout*  
Julia A. Trout  
Commission expires: Never  
Commission No.: CC 154837  
Notary Public, State of Florida

001953

001444

OR BOOK

PAGE

**W. LAMAR EVERS, PLS**  
**Surveying and Mapping Consultant**

5111 8th Avenue S.W. Naples, Florida 33999  
Ph.: (813) 353-9300 Fax: (813) 353-8101

**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase 2, Building 18 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the Improvements comprising Barrington Club Condominium, Phase 2, Building 18 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, PLS  
Professional Land Surveyor

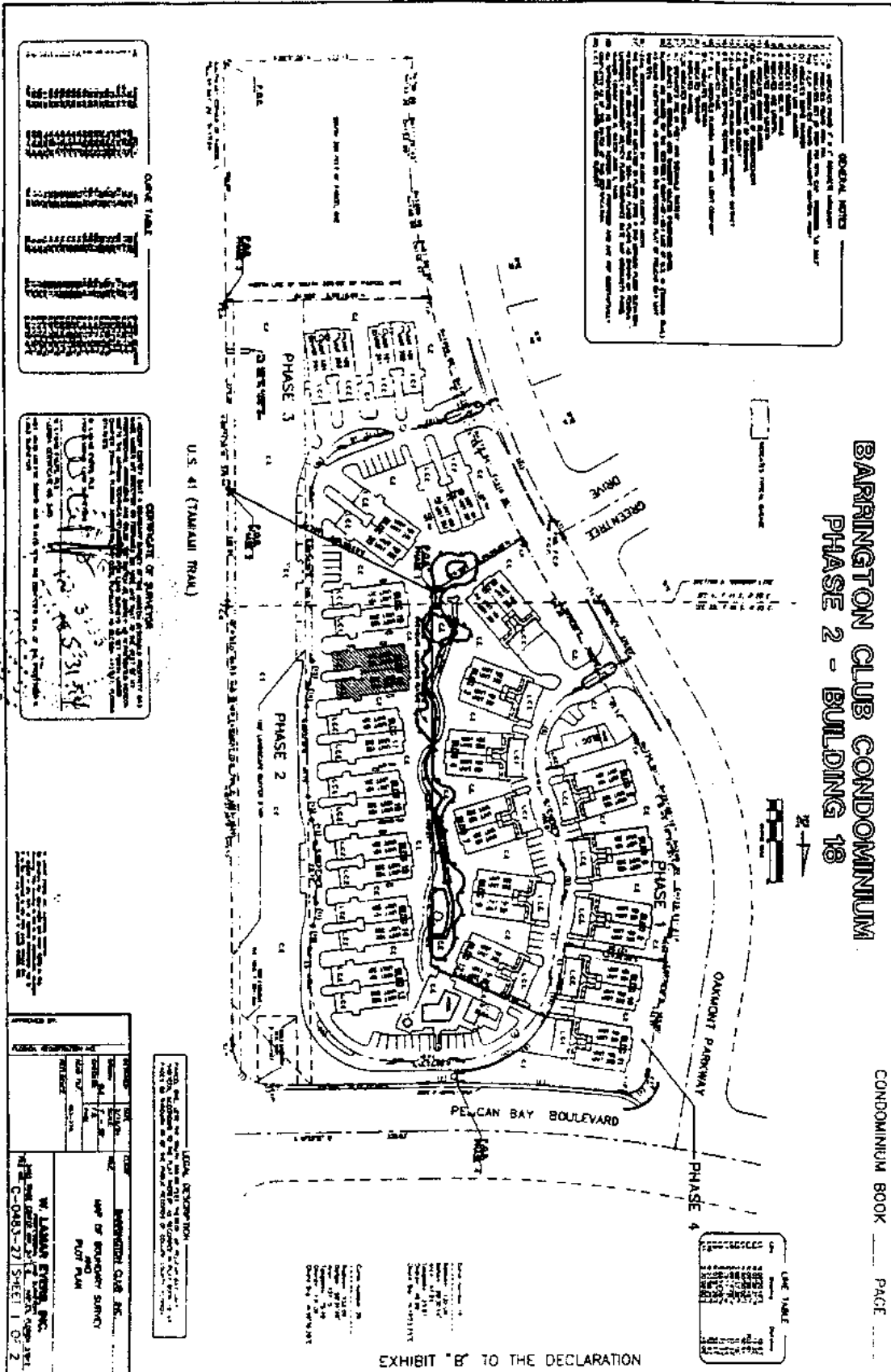
\_\_\_\_\_  
W. Lamar Evers, PLS  
Florida Certificate No. 3465

PLS

Date: 5-31-94

W.O. 0483  
May 31, 1994

483.B18



**BARRINGTON CLUB CONDOMINIUM  
PHASE 2 - BUILDING 18**

CONDOMINIUM BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

EXHIBIT "B" TO THE DECLARATION

BARRINGTON CLUB CONDOMINIUM  
PHASE 2 - BUILDING 18

CONDOMINIUM BOOK PAGE

OR: 3063 PG: 0275

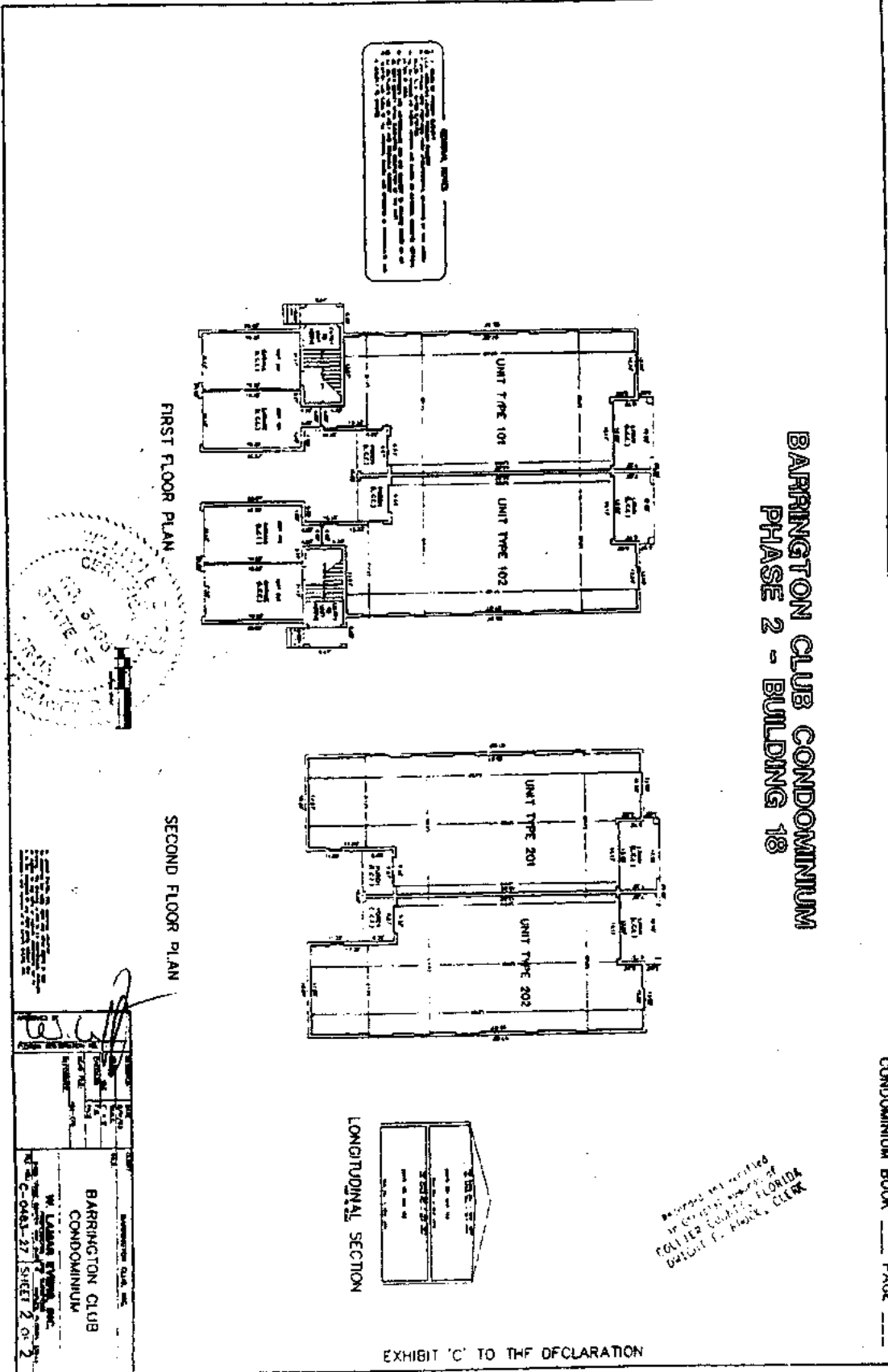


EXHIBIT 'C' TO THE DECLARATION

01847154

94 AUG -2 AM 11:48

COLLIER COUNTY

RECORDED

This instrument prepared by:  
J. Stephen Crawford, Esq.  
801 Laurel Oak Drive, Suite 420  
Naples, Florida 33963

For Clerk of Court

7-08  
2-30  
PRM  
DOC  
INT  
IND

AMENDMENT NUMBER SEVENTEEN TO DECLARATION OF CONDOMINIUM  
FOR  
BARRINGTON CLUB CONDOMINIUM

BARRINGTON CLUB, INC., a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1746, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1780, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1992, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2056, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958, Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 382, Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1618, Amendment Number Eleven to Declaration of Condominium, dated August 13, 1993, recorded August 17, 1993, in Official Records Book 1856, page 1188, Amendment Number Twelve, dated November 10, 1993, recorded November 15, 1993, in Official Records Book 1884, page 882, Amendment Number Thirteen to Declaration of Condominium, dated January 19, 1994, recorded January 21, 1994, in Official Records Book 1907, page 90, Amendment Number Fourteen to Declaration of Condominium, dated February 22, 1994, recorded March 11, 1994, in Official Records Book 1922, page 1956, Amendment Number Fifteen to Declaration of Condominium, dated February 22, 1994, recorded March 22, 1994, in Official Records Book 1922, page 1956, and Amendment Number Sixteen to Declaration of Condominium, dated May 31, 1994, recorded June 2, 1994, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 23, Phase ~~Two~~ <sup>THREE</sup> of said condominium.

001972  
OR BOOK  
001631  
PAGE

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on July 1, 1994.

Signed, sealed and delivered in our presence:

Paula S. Tew  
Paula S. Tew

BARRINGTON CLUB, INC.

Julia A. Trout  
Julia A. Trout

By: Tom M. High  
Tom M. High, Vice President

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on July 1, 1994.

(Notarial Seal)



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154837

Julia A. Trout  
Julia A. Trout, Notary Public, State of Florida  
Commission expires November 4, 1995  
Commission No.: CC 154837

001972  
OR BOOK

001632  
PAGE

**W. LAMAR EVERS, PLS**  
**Surveying and Mapping Consultant**  
5111 8th Avenue S.W. Naples, Florida 33999  
Ph.: (813) 353-8300 Fax: (813) 353-8101

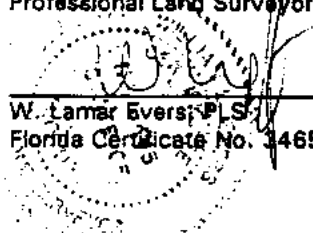
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase 3, Building 23 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase 3, Building 23 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, PLS  
Professional Land Surveyor



PLS

Date: 8-1-94

W. Lamar Evers, PLS  
Florida Certificate No. 3465

W.O. 0483  
July 12, 1994

483.B23



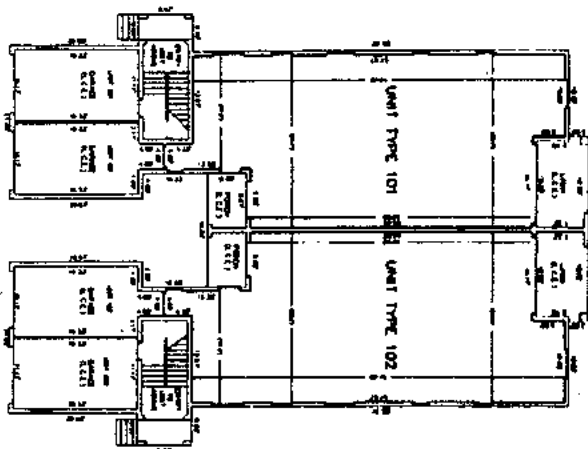


**BARRINGTON CLUB CONDOMINIUM  
PHASE 3 - BUILDING 23**

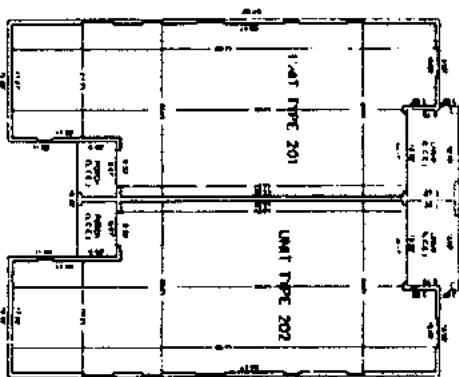
CONDOMINIUM BOOK PAGE

1. All units in this building are to be used as single-family dwellings. No other use is permitted. The use of any unit for any purpose other than a single-family dwelling shall be deemed to be a violation of the covenants, conditions and restrictions of this declaration and shall constitute a breach of the same. The use of any unit for any purpose other than a single-family dwelling shall be deemed to be a violation of the covenants, conditions and restrictions of this declaration and shall constitute a breach of the same.

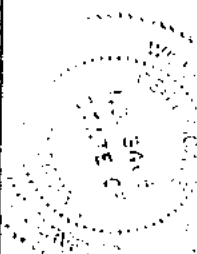
FIRST FLOOR PLAN



SECOND FLOOR PLAN



LONGITUDINAL SECTION



W. LAMAR EYSTER, INC.  
ARCHITECTS  
1000 WEST 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202  
TEL: 333-1111

NO.	DATE	DESCRIPTION
1	10/1/83	ISSUED FOR PERMITS
2	10/15/83	ISSUED FOR CONSTRUCTION
3	10/20/83	ISSUED FOR RECORD
4	11/1/83	ISSUED FOR RECORD
5	11/15/83	ISSUED FOR RECORD
6	12/1/83	ISSUED FOR RECORD
7	12/15/83	ISSUED FOR RECORD
8	1/1/84	ISSUED FOR RECORD
9	1/15/84	ISSUED FOR RECORD
10	2/1/84	ISSUED FOR RECORD
11	2/15/84	ISSUED FOR RECORD
12	3/1/84	ISSUED FOR RECORD
13	3/15/84	ISSUED FOR RECORD
14	4/1/84	ISSUED FOR RECORD
15	4/15/84	ISSUED FOR RECORD
16	5/1/84	ISSUED FOR RECORD
17	5/15/84	ISSUED FOR RECORD
18	6/1/84	ISSUED FOR RECORD
19	6/15/84	ISSUED FOR RECORD
20	7/1/84	ISSUED FOR RECORD
21	7/15/84	ISSUED FOR RECORD
22	8/1/84	ISSUED FOR RECORD
23	8/15/84	ISSUED FOR RECORD
24	9/1/84	ISSUED FOR RECORD
25	9/15/84	ISSUED FOR RECORD
26	10/1/84	ISSUED FOR RECORD
27	10/15/84	ISSUED FOR RECORD
28	11/1/84	ISSUED FOR RECORD
29	11/15/84	ISSUED FOR RECORD
30	12/1/84	ISSUED FOR RECORD
31	12/15/84	ISSUED FOR RECORD
32	1/1/85	ISSUED FOR RECORD
33	1/15/85	ISSUED FOR RECORD
34	2/1/85	ISSUED FOR RECORD
35	2/15/85	ISSUED FOR RECORD
36	3/1/85	ISSUED FOR RECORD
37	3/15/85	ISSUED FOR RECORD
38	4/1/85	ISSUED FOR RECORD
39	4/15/85	ISSUED FOR RECORD
40	5/1/85	ISSUED FOR RECORD
41	5/15/85	ISSUED FOR RECORD
42	6/1/85	ISSUED FOR RECORD
43	6/15/85	ISSUED FOR RECORD
44	7/1/85	ISSUED FOR RECORD
45	7/15/85	ISSUED FOR RECORD
46	8/1/85	ISSUED FOR RECORD
47	8/15/85	ISSUED FOR RECORD
48	9/1/85	ISSUED FOR RECORD
49	9/15/85	ISSUED FOR RECORD
50	10/1/85	ISSUED FOR RECORD
51	10/15/85	ISSUED FOR RECORD
52	11/1/85	ISSUED FOR RECORD
53	11/15/85	ISSUED FOR RECORD
54	12/1/85	ISSUED FOR RECORD
55	12/15/85	ISSUED FOR RECORD
56	1/1/86	ISSUED FOR RECORD
57	1/15/86	ISSUED FOR RECORD
58	2/1/86	ISSUED FOR RECORD
59	2/15/86	ISSUED FOR RECORD
60	3/1/86	ISSUED FOR RECORD
61	3/15/86	ISSUED FOR RECORD
62	4/1/86	ISSUED FOR RECORD
63	4/15/86	ISSUED FOR RECORD
64	5/1/86	ISSUED FOR RECORD
65	5/15/86	ISSUED FOR RECORD
66	6/1/86	ISSUED FOR RECORD
67	6/15/86	ISSUED FOR RECORD
68	7/1/86	ISSUED FOR RECORD
69	7/15/86	ISSUED FOR RECORD
70	8/1/86	ISSUED FOR RECORD
71	8/15/86	ISSUED FOR RECORD
72	9/1/86	ISSUED FOR RECORD
73	9/15/86	ISSUED FOR RECORD
74	10/1/86	ISSUED FOR RECORD
75	10/15/86	ISSUED FOR RECORD
76	11/1/86	ISSUED FOR RECORD
77	11/15/86	ISSUED FOR RECORD
78	12/1/86	ISSUED FOR RECORD
79	12/15/86	ISSUED FOR RECORD
80	1/1/87	ISSUED FOR RECORD
81	1/15/87	ISSUED FOR RECORD
82	2/1/87	ISSUED FOR RECORD
83	2/15/87	ISSUED FOR RECORD
84	3/1/87	ISSUED FOR RECORD
85	3/15/87	ISSUED FOR RECORD
86	4/1/87	ISSUED FOR RECORD
87	4/15/87	ISSUED FOR RECORD
88	5/1/87	ISSUED FOR RECORD
89	5/15/87	ISSUED FOR RECORD
90	6/1/87	ISSUED FOR RECORD
91	6/15/87	ISSUED FOR RECORD
92	7/1/87	ISSUED FOR RECORD
93	7/15/87	ISSUED FOR RECORD
94	8/1/87	ISSUED FOR RECORD
95	8/15/87	ISSUED FOR RECORD
96	9/1/87	ISSUED FOR RECORD
97	9/15/87	ISSUED FOR RECORD
98	10/1/87	ISSUED FOR RECORD
99	10/15/87	ISSUED FOR RECORD
100	11/1/87	ISSUED FOR RECORD
101	11/15/87	ISSUED FOR RECORD
102	12/1/87	ISSUED FOR RECORD
103	12/15/87	ISSUED FOR RECORD
104	1/1/88	ISSUED FOR RECORD
105	1/15/88	ISSUED FOR RECORD
106	2/1/88	ISSUED FOR RECORD
107	2/15/88	ISSUED FOR RECORD
108	3/1/88	ISSUED FOR RECORD
109	3/15/88	ISSUED FOR RECORD
110	4/1/88	ISSUED FOR RECORD
111	4/15/88	ISSUED FOR RECORD
112	5/1/88	ISSUED FOR RECORD
113	5/15/88	ISSUED FOR RECORD
114	6/1/88	ISSUED FOR RECORD
115	6/15/88	ISSUED FOR RECORD
116	7/1/88	ISSUED FOR RECORD
117	7/15/88	ISSUED FOR RECORD
118	8/1/88	ISSUED FOR RECORD
119	8/15/88	ISSUED FOR RECORD
120	9/1/88	ISSUED FOR RECORD
121	9/15/88	ISSUED FOR RECORD
122	10/1/88	ISSUED FOR RECORD
123	10/15/88	ISSUED FOR RECORD
124	11/1/88	ISSUED FOR RECORD
125	11/15/88	ISSUED FOR RECORD
126	12/1/88	ISSUED FOR RECORD
127	12/15/88	ISSUED FOR RECORD
128	1/1/89	ISSUED FOR RECORD
129	1/15/89	ISSUED FOR RECORD
130	2/1/89	ISSUED FOR RECORD
131	2/15/89	ISSUED FOR RECORD
132	3/1/89	ISSUED FOR RECORD
133	3/15/89	ISSUED FOR RECORD
134	4/1/89	ISSUED FOR RECORD
135	4/15/89	ISSUED FOR RECORD
136	5/1/89	ISSUED FOR RECORD
137	5/15/89	ISSUED FOR RECORD
138	6/1/89	ISSUED FOR RECORD
139	6/15/89	ISSUED FOR RECORD
140	7/1/89	ISSUED FOR RECORD
141	7/15/89	ISSUED FOR RECORD
142	8/1/89	ISSUED FOR RECORD
143	8/15/89	ISSUED FOR RECORD
144	9/1/89	ISSUED FOR RECORD
145	9/15/89	ISSUED FOR RECORD
146	10/1/89	ISSUED FOR RECORD
147	10/15/89	ISSUED FOR RECORD
148	11/1/89	ISSUED FOR RECORD
149	11/15/89	ISSUED FOR RECORD
150	12/1/89	ISSUED FOR RECORD
151	12/15/89	ISSUED FOR RECORD
152	1/1/90	ISSUED FOR RECORD
153	1/15/90	ISSUED FOR RECORD
154	2/1/90	ISSUED FOR RECORD
155	2/15/90	ISSUED FOR RECORD
156	3/1/90	ISSUED FOR RECORD
157	3/15/90	ISSUED FOR RECORD
158	4/1/90	ISSUED FOR RECORD
159	4/15/90	ISSUED FOR RECORD
160	5/1/90	ISSUED FOR RECORD
161	5/15/90	ISSUED FOR RECORD
162	6/1/90	ISSUED FOR RECORD
163	6/15/90	ISSUED FOR RECORD
164	7/1/90	ISSUED FOR RECORD
165	7/15/90	ISSUED FOR RECORD
166	8/1/90	ISSUED FOR RECORD
167	8/15/90	ISSUED FOR RECORD
168	9/1/90	ISSUED FOR RECORD
169	9/15/90	ISSUED FOR RECORD
170	10/1/90	ISSUED FOR RECORD
171	10/15/90	ISSUED FOR RECORD
172	11/1/90	ISSUED FOR RECORD
173	11/15/90	ISSUED FOR RECORD
174	12/1/90	ISSUED FOR RECORD
175	12/15/90	ISSUED FOR RECORD
176	1/1/91	ISSUED FOR RECORD
177	1/15/91	ISSUED FOR RECORD
178	2/1/91	ISSUED FOR RECORD
179	2/15/91	ISSUED FOR RECORD
180	3/1/91	ISSUED FOR RECORD
181	3/15/91	ISSUED FOR RECORD
182	4/1/91	ISSUED FOR RECORD
183	4/15/91	ISSUED FOR RECORD
184	5/1/91	ISSUED FOR RECORD
185	5/15/91	ISSUED FOR RECORD
186	6/1/91	ISSUED FOR RECORD
187	6/15/91	ISSUED FOR RECORD
188	7/1/91	ISSUED FOR RECORD
189	7/15/91	ISSUED FOR RECORD
190	8/1/91	ISSUED FOR RECORD
191	8/15/91	ISSUED FOR RECORD
192	9/1/91	ISSUED FOR RECORD
193	9/15/91	ISSUED FOR RECORD
194	10/1/91	ISSUED FOR RECORD
195	10/15/91	ISSUED FOR RECORD
196	11/1/91	ISSUED FOR RECORD
197	11/15/91	ISSUED FOR RECORD
198	12/1/91	ISSUED FOR RECORD
199	12/15/91	ISSUED FOR RECORD
200	1/1/92	ISSUED FOR RECORD

1862354 OR: 1987 PG: 2200

RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL  
09/23/94 at 10:19AM DWIGHT S. BROCK, CLERK  
FDC FES 21.00

Date:

J STEPHEN CRAWFORD  
801 LAUREL OAK DR #420  
NAPLES FL 33963

Per Clerk of Court

247  
 ✓  
 This instrument prepared by:  
 J. Stephen Crawford, Esq.  
 801 Laurel Oak Drive, Suite 420  
 Naples, Florida 33963

**CORRECTED  
 AMENDMENT NUMBER SEVENTEEN TO DECLARATION OF CONDOMINIUM  
 FOR  
 BARRINGTON CLUB CONDOMINIUM**

**THIS CORRECTED AMENDMENT IS BEING RECORDED TO REVISE THE PLOT PLAN THAT WAS ATTACHED TO OFFICIAL RECORDS BOOK 1972, PAGE 1631, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.**

**BARRINGTON CLUB, INC.**, a Florida corporation, as Developer of Barrington Club Condominium, a condominium created by the Declaration of Condominium, dated August 17, 1992, and recorded August 18, 1992, in Official Records Book 1745, page 618; Amendment Number One to Declaration of Condominium, dated August 20, 1992, recorded August 21, 1992, in Official Records Book 1746, page 798; Amendment Number Two to the Declaration of Condominium, dated August 26, 1992, recorded August 27, 1992, in Official Records Book 1747, page 1421; Amendment Number Three to the Declaration of Condominium, dated October 6, 1992, recorded October 6, 1992, in Official Records Book 1758, page 1742; Amendment Number Four to the Declaration of Condominium, dated October 12, 1992, recorded October 13, 1992, in Official Records Book 1760, page 2152; Amendment Number Five to the Declaration of Condominium, dated October 29, 1991, recorded October 29, 1992, in Official Records Book 1766, page 155; Amendment Number Six to the Declaration of Condominium, dated November 17, 1992, recorded November 18, 1992, in Official Records Book 1771, page 2383; and Amendment Number Seven to the Declaration of Condominium, dated December 2, 1992, recorded December 3, 1992, in Official Records Book 1775, page 2059, and Amendment Number Eight, dated December 9, 1992, recorded December 9, 1992, in Official Records Book 1777, page 1958; Amendment Number Nine to Declaration of Condominium, dated January 25, 1993, recorded January 25, 1993, in Official Records Book 1791, page 392; Amendment Number Ten to Declaration of Condominium, dated February 2, 1993, recorded February 2, 1993, in Official Records Book 1793, page 1618; Amendment Number Eleven to Declaration of Condominium, dated August 13, 1993, recorded August 17, 1993, in Official Records Book 1856, page 1188; Amendment Number Twelve, dated November 10, 1993, recorded November 15, 1993, in Official Records Book 1884, page 882; Amendment Number Thirteen to Declaration of Condominium, dated January 19, 1994, recorded January 21, 1994, in Official Records Book 1907, page 90; Amendment Number Fourteen to Declaration of Condominium, dated February 22, 1994, recorded March 11, 1994, in Official Records Book 1922, page 1956; Amendment Number Fifteen to Declaration of Condominium, dated February 22, 1994, recorded March 22, 1994, in Official Records Book 1922, page 1956; and Amendment Number Sixteen to Declaration of Condominium, dated May 31, 1994, recorded June 2, 1994, all in the Public Records of Collier County, Florida, acting pursuant to the provisions of §718.104(4)(e) and §718.403, Florida Statutes, hereby amends the Declaration of Condominium for Barrington Club Condominium by filing herewith the attached surveyor's certificate of substantial completion for Building 23, Phase Three of said condominium.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on September 20, 1994.

Signed, sealed and delivered in our presence:

Paula S. Tow  
Paula S. Tow  
Julia A. Trout  
Julia A. Trout

BARRINGTON CLUB, INC.

By: Tom M. High  
Tom M. High, Vice President

State of Florida  
County of Collier

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Tom M. High, Vice President of Barrington Club, Inc., a Florida corporation, to me personally known to be the person described in and who executed the foregoing instrument and on oath acknowledge before me that he executed the same for and on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on September 20, 1994.



Official Seal  
JULIA A. TROUT  
Notary Public, State of Florida  
My Comm. Expires November 4, 1995  
No. CC 154637

(Notarial Seal)

Julia A. Trout  
Julia A. Trout, Notary Public, State of Florida  
Commission expires: November 4, 1995  
Commission No.: CC 154637

001972

OR BOOK

PG 2202

PAGE

**W. LAMAR EVERS, PLS**  
**Surveying and Mapping Consultant**  
5111 8th Avenue S.W. Naples, Florida 33999  
Ph.: (813) 353-9300 Fax: (813) 353-8101

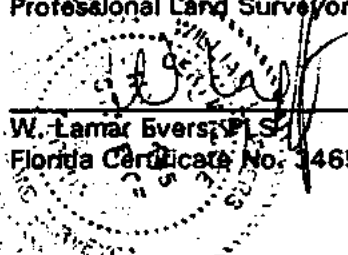
**BARRINGTON CLUB CONDOMINIUM**

**CERTIFICATE OF SURVEYOR**

I, W. Lamar Evers, being a Professional Land Surveyor authorized to practice in the State of Florida, do hereby certify that the construction of the improvements within Barrington Club Condominium, Phase 3, Building 23 is substantially complete so that the materials comprising of Exhibits B and C of the Declaration of Condominium of Barrington Club Condominium, together with the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements comprising Barrington Club Condominium, Phase 3, Building 23 and that the identification, location and dimensions of the common elements and of each unit identified herein can be determined from these materials.

I FURTHER CERTIFY that all planned improvements, including but not limited to, landscaping, utility services and access to the units herein identified and common elements serving the herein identified units have been substantially completed.

W. LAMAR EVERS, PLS  
Professional Land Surveyor



PLS

Date:

8-1-94

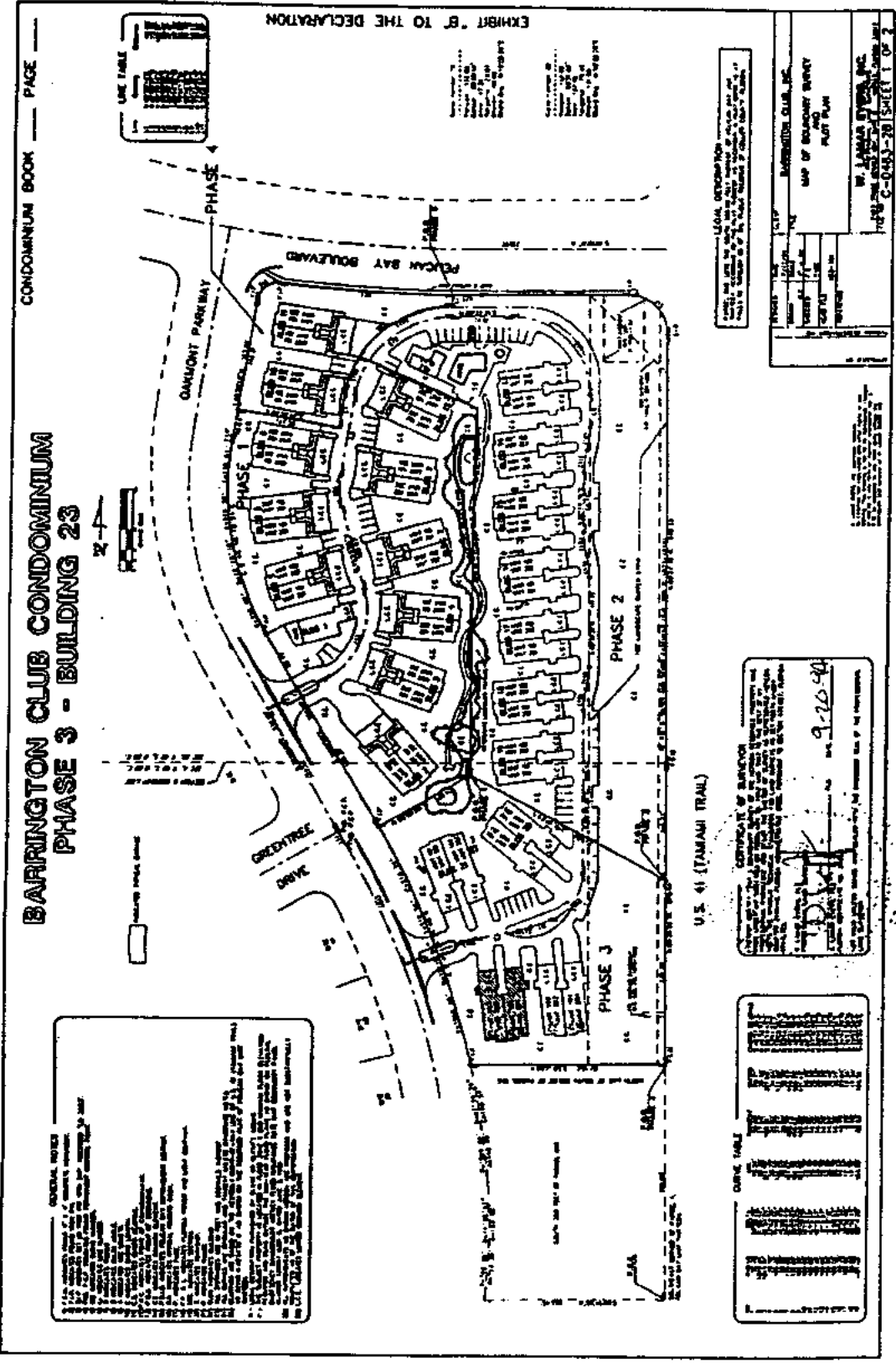
W. Lamar Evers, PLS  
Florida Certificate No. 1465

W.O. 0483  
July 12, 1994

483.823

OR: 1987 PG: 2202

OR: 1987 PG: 2203

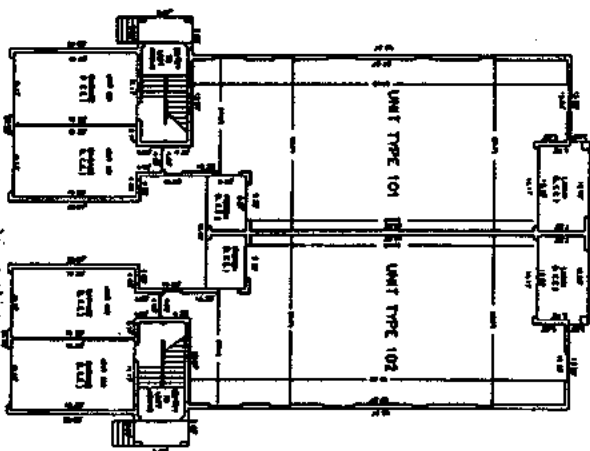


001972  
OR BOOK

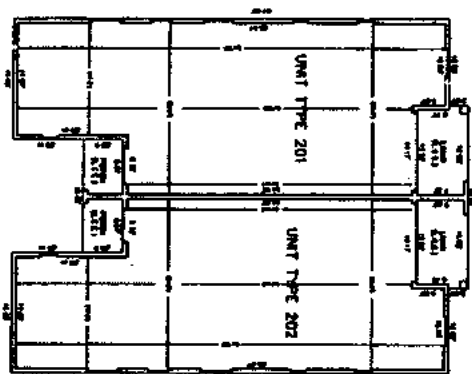
001634  
PAGE

\*\*\* OR: 1987 PG: 2204 \*\*\*

**BARRINGTON CLUB CONDOMINIUM  
PHASE 3 - BUILDING 23**

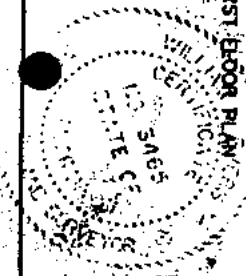
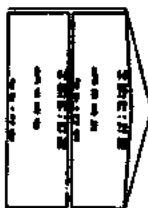


FIRST FLOOR PLAN



SECOND FLOOR PLAN

LONGITUDINAL SECTION



BARRINGTON CLUB CONDOMINIUM PHASE 3 - BUILDING 23 SHEET 2 OF 2	
PROJECT NO. 001634 SHEET NO. 2 OF 2	DATE: 08/01/00 DRAWN BY: [Signature] CHECKED BY: [Signature]

EXHIBIT 'C' TO THE DECLARATION

CONDOMINIUM BOOK PAGE

BOOK IS NOT VALID  
UNLESS REGISTERED AT  
COLLEGE COUNTY, FLORIDA  
DWIGHT C. BRUCK, CLERK

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BARRINGTON CLUB CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 15, 1992, as shown by the records of this office.

The document number of this corporation is N49900.

1745  
OR BOOK

000675  
PAGE

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
16th day of July, 1992.



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION 1745  
FOR OR BOOK

000676  
PAGE

BARRINGTON CLUB CONDOMINIUM ASSOCIATION, L.C.

The undersigned incorporators associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and adopt the following Articles of Incorporation:

FILED  
17 APR 52

ARTICLE I  
NAME

1.01 The name of this corporation is *Barrington Club Condominium Association, Inc.*

ARTICLE II  
TERM

2.01 The term of this corporation shall commence as of the date of the filing of these Articles with the Secretary of State of Florida

2.02 This corporation shall have perpetual existence.

ARTICLE III  
PURPOSE

3.01 This corporation is organized for the purpose of providing an entity under the Florida Condominium Act (the "Act") for the operation of a condominium located in Collier County, Florida, and known as Barrington Club Condominium.

ARTICLE IV  
DEFINITION

4.01 *Association* means Barrington Club Condominium Association, Inc.

4.02 *Bylaws* means the Bylaws of the Association.

4.03 *Condominium* means Barrington Club Condominium according to the Declaration thereof recorded in the Public Records of Collier County, Florida.

4.04 *Declaration* means the Declaration of Condominium for Barrington Club Condominium as recorded in the Official Records of Collier County, Florida.



Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000677  
PAGE

4.05 *Protective Covenants* means those covenants described in Section XX of the Declaration, and all amendments.

**ARTICLE V**  
**POWERS**

5.01 The Association shall have all of the powers of a corporation not-for-profit which are not in conflict with the provisions of these Articles or prohibited by the Act or other law. Such powers shall include, but not be limited to, the following:

- (a) To fix, establish, levy and collect assessments against members as owners of the Condominium property for the purpose of exercising its powers and carrying out its responsibilities. Assessments shall be used by the Association only for common expenses as such expenses are defined in the Act.
- (b) To buy, sell, trade, lease, improve and encumber property, real or personal.
- (c) To maintain, repair, replace, reconstruct after casualty, operate and manage the Condominium property and any property owned or leased by the Association.
- (d) To acquire and pay for insurance on the Condominium property and for the protection of the Association and its members.
- (e) To make and amend reasonable rules and regulations for the use and appearance of common elements in the Condominium for the benefit, health, safety, welfare, and happiness of the members of the Association.
- (f) To enforce through legal means the Declaration, the Protective Covenants, the Bylaws, these Articles and any rule or regulation as contemplated by these Articles.
- (g) To hire agents and employees to discharge the responsibilities of the Association to maintain the common elements of the Condominium.

5.02 The Association shall, in exercising these and all other powers, be subject to and act in accordance with the Act, the Declaration, these Articles and the Bylaws. The Association shall distribute no part of its income to its members, directors, or officers, and if the Association is dissolved, all its assets shall be transferred only to another nonprofit corporation or a public agency. All funds and all titles to any properties acquired by the

- 2 -

DECLARATION OF CONDOMINIUM  
EXHIBIT E

Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000678  
PAGE

Association, and any proceeds therefrom, shall be held in trust for the benefit of its members.

**ARTICLE VI**  
**STOCK AND DISTRIBUTIONS**

6.01 The Association shall not issue any shares of stock.

6.02 The Association shall not pay any dividends or distribute any part of the income of the Association, if any, to its members, directors or officers. All monies and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

6.03 Nothing herein, however, shall be construed to prohibit the Association from conferring benefits upon its members in conformity with its purposes or from making any payments or distributions to members of monies or properties upon dissolution or final liquidation as permitted by the Florida Not For Profit Corporation Act.

6.04 The Association may reimburse its directors, officers and members for expenses authorized and approved by the board of directors and incurred for or on behalf of the Association.

6.05 The Association may pay compensation in a reasonable amount to its directors, officers and members for actual services rendered to the Association, as authorized and approved by the board of directors.

**ARTICLE VII**  
**MEMBERSHIP**

7.01 The owners of the Condominium shall be the Members of the Association.

7.02 Membership shall be appurtenant to and may not be separated from the ownership of a Condominium Unit.

**ARTICLE VIII**  
**VOTING RIGHTS**

8.01 The owner or owners of each Condominium Unit shall be entitled to one (1) vote which is appurtenant to ownership of the Condominium Unit.

Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000679  
PAGE

8.02 In the event that two or more Members are the record owners of a fee simple title to a Condominium Unit, then the member who shall be entitled to cast the votes for the Condominium Unit shall be determined as provided in the Bylaws.

**ARTICLE IX**  
**BOARD OF DIRECTORS**

9.01 The names and addresses of the initial Directors are as follows:

Richard F. Corace	5551 Ridgewood Drive, Naples, Florida 33963
Tom M. High	5551 Ridgewood Drive, Naples, Florida 33963
Gerald F. Griffin, II	5551 Ridgewood Drive, Naples, Florida 33963
Carol Ann Young	5551 Ridgewood Drive, Naples, Florida 33963
James Fox	5551 Ridgewood Drive, Naples, Florida 33963

9.02 The number of Directors may be either increased or decreased from time to time by the Bylaws, but shall never be less than five (5).

9.03 At the first annual meeting and at each annual meeting thereafter, the members shall elect directors for terms as set forth in the Bylaws. Directors need not be members of the Association.

**ARTICLE X**  
**OFFICERS**

10.01 The Board of Directors shall elect the officers of the Association.

10.02 The Officers need not be members of the Association.

10.03 The officers of the Association shall be the President, a Vice President, a Secretary, a Treasurer, and such other officers and assistant officers as may be decided upon and elected by the Board. The same person may hold two or more offices.

10.04 The term of each officer shall be one (1) year or until their successors are elected or appointed as provided in the Bylaws.

10.05 The initial officers of the Association who are to serve until their successors are elected or appointed as provided in the Bylaws are as follows:

- 4 -

DECLARATION OF CONDOMINIUM  
EXHIBIT E

Articles of Incorporation  
Barrington Club Condominium  
Association, Inc

1745  
OR BOOK

000680  
PAGE

President	Richard F. Corace
Vice President	Tom M. High
Secretary	Tom M. High
Treasurer	Tom M. High

**ARTICLE XI  
SUBSCRIBERS**

11.01 The names and addresses of the subscribers to these Articles of Incorporation are:

J. Stephen Crawford	5551 Ridgewood Drive, Naples, Florida 33963
Julia A. Trout	5551 Ridgewood Drive, Naples, Florida 33963
Vicki L. Shroyer	5551 Ridgewood Drive, Naples, Florida 33963

**ARTICLE XII  
BYLAWS**

12.01 The original Bylaws of the Association shall be adopted by a majority vote of the incorporators. Thereafter, the Bylaws may be altered, amended or rescinded by resolution of the board of directors only in the manner provided for in the Act and the Bylaws.

**ARTICLE XIII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

13.01 Every director and every officer of the Association shall be defended, held harmless and indemnified by the Association against all expenses and liability, including attorney's fees, payable when due, reasonably incurred by or imposed upon Directors and Officers in connection with any proceeding to which such Director or Officer may be a party, by reason of being or having been a Director or an Officer of the Association, whether or not such person is a Director or an Officer at the time such expenses are incurred, except in cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of duties; provided, that in the event of any claim for

Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000681  
PAGE

Reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Association.

13.02 The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

**ARTICLE XIV**  
**DIRECTORS AND OFFICERS TRANSACTIONS**

14.01 In the absence of fraud, no contract or other transaction between the Association and any other person, firm, association, corporation, partnership or other legal entity shall be affected or invalidated by the fact that any Director or Officer of the Association is pecuniarily or otherwise interested in, or is a director, member or officer of any such other firm, association, corporation, partnership or other legal entity, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation, partnership or other legal entity pecuniarily or otherwise interested therein.

14.02 Any Director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of the Association for the purpose of authorizing such contract or transaction with like force and effect as if such Director were not so interested, or were not a director, member or officer of such firm, association, corporation, partnership or other legal entity.

**ARTICLE XV**  
**DISSOLUTION**

15.01 The Association may be dissolved in the following manner:

- (a) A resolution to that effect has been adopted by not less than three-fourths of the members of the Board of Directors at a meeting called at least in part for that purpose upon lawful notice, or by execution of a written instrument; and
- (b) A resolution to that effect has been adopted by all of the members at a meeting called at least in part for that purpose upon lawful notice, or by the execution of a written instrument; and

- 6 -

DECLARATION OF CONDOMINIUM  
EXHIBIT E

Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000682  
PAGE

- (c) An appropriate decree has been filed as set forth in §617.05, Florida Statutes, or a statute of similar import.

**ARTICLE XVI**  
**DISPOSITION OF ASSETS UPON DISSOLUTION**

16.01 Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

- (a) Real property contributed to the Association, without the receipt of other than nominal consideration, exclusive of streets and roads providing access, drainage and utility easements to adjacent lands and property dedicated to any governmental agency or utility, shall be owned by the members in the same proportions as their ownership of the common elements of the Condominium.
- (b) Property determined by the Board of Directors to be appropriate for dedication to an applicable governmental agency or utility shall be dedicated to such agency or utility. In the event that acceptance of such dedication is refused acceptance, such property shall be granted, conveyed and assigned to a non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.
- (c) Any remaining assets shall be distributed among the members subject to the limitations set forth below, as tenants in common, in the same proportions as their ownership of the common elements of the Condominium.
- (d) No disposition of Association property shall be effective to divest or diminish any right or title vested in any member by a deed or other recorded instrument applicable to the Condominium Unit owned by such member unless made in accordance with provisions of such deed or instrument.
- (e) Anything herein to the contrary notwithstanding, the Association shall have the power to invest the amount of any assessments collected for the purpose of defraying the costs of deferred maintenance and capital expenditures necessary and appropriate to the purposes of the Association. In the event of dissolution, such amounts as have been set

Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000603  
PAGE

aside as reserves for deferred maintenance and capital expenditures are no longer needed for such purposes, the net earnings derived from the investment of such amounts shall be distributed to a charitable organization designated by the Board of Directors; or if such designation is not made by the Board of Directors within a reasonable time, then such designation may be made by the Chief Judge of the Circuit Court of the Judicial Circuit of Florida wherein the Registered Office of the Association is located.

**ARTICLE XVII**  
**AMENDMENT**

17.01 These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors or as provided in the Bylaws, subject to the following restrictions:

- (a) Each amendment must be approved by the Members holding not less than two-thirds of the voting rights.
- (b) No amendment to these Articles shall be effective which impairs or dilutes any right or title vested in a Member under a deed or other recorded instrument applicable to any part of the Condominium Unit owned by such Member unless made in accordance with provisions of such deed or instrument.

**ARTICLE XIII**  
**GENDER AND NUMBER**

18.01 Wherever herein used, one gender shall include all genders, and the singular shall include the plural and visa versa, as the context requires.

**ARTICLE XIX**  
**REGISTERED AGENT AND REGISTERED OFFICE**

19.01 The Registered Agent for the Association shall be J. Stephen Crawford.

19.02 The Registered Office for the Association shall be located at 5551 Ridgewood Drive, Naples, Florida 33963, or such other person or such other place as the Board of Directors shall from time to time direct, with appropriate notice being given to the Secretary of State of Florida in accordance with law.

- 8 -

**DECLARATION OF CONDOMINIUM**  
**EXHIBIT E**

Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000634  
PAGE

19.03 The mailing address for the Association shall be 5551 Ridgewood Drive, Suite 202, Naples, Florida 33963.

IN WITNESS WHEREOF, the undersigned have signed these Articles of Incorporation, this 14th day of July, 1992.

Julia A. Trout  
Julia A. Trout

J. Stephen Crawford  
J. Stephen Crawford

Vicki L. Strayer  
Vicki L. Strayer



Articles of Incorporation  
Barrington Club Condominium  
Association, Inc.

1745  
OR BOOK

000885  
PAGE

CERTIFICATE ACCEPTING DESIGNATION AS REGISTERED AGENT

I HEREBY CERTIFY that I have accepted the designation as Registered Agent of Barrington Club Condominium Association, Inc., and agree to serve as its agent and to accept service of process within this State at its Registered Office, 5551 Ridgewood Drive, Suite 201, Naples, Florida 33963.

  
\_\_\_\_\_  
J. Stephen Crawford

Naples, Florida

FILED  
1992 JUL 15 PM 12:52  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

AMENDED AND RESTATED BYLAWS

OF

BARRINGTON CLUB CONDOMINIUM ASSOCIATION, INC.

1. **GENERAL.** These are the Amended and Restated Bylaws of Barrington Club Condominium Association, Inc., (the "Association"), a corporation not for profit organized under the laws of Florida for the purpose of operating a condominium pursuant to the Florida Condominium Act. All prior Bylaws are hereby revoked and superseded in their entirety.
  - 1.1 **Principal Office.** The principal office of the Association is at 1044 Castello Drive, Suite 206, Naples, Florida, or at such other location as may be determined by the Board of Directors.
  - 1.2 **Seal.** The seal of the Association shall be inscribed with the name of the Association, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.
  - 1.3 **Definitions.** The definitions set forth in Section 4 of the Amended and Restated Declaration of Condominium to which these Bylaws are attached as Exhibit "D" shall apply to terms used in these Bylaws.
  
2. **MEMBERS.**
  - 2.1 **Qualifications.** The members of the Association shall be the record owners of legal title to the units. A unit may be owned by one natural person. Co-ownership of units is permitted. If the co-owners are other than husband and wife, one natural person shall be designated as the primary occupant. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person; however, one natural person shall be designated as the primary occupant. One natural person shall be designated as the primary occupant if the unit is owned through a trust or corporation or other entity. A unit may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the occupancy of the unit shall be as if the life tenant were the only owner. If there is more than one life tenant, their occupancy shall be determined in the manner as if the life tenants were co-owners of the unit. In the case of a unit subject to an Agreement for Deed, the party in possession of the unit shall be deemed the owner of the unit for purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a Deed or other instrument evidencing legal title to the unit in the member, approval by the Board of Directors as provided in the Declaration of Condominium, delivery of a copy of the recorded deed or other instrument evidencing title, and delivery to the Association, if required, of a written designation of the primary occupant.

- 2.2 **Voting Interests.** The members of the Association are entitled to one (1) vote for each unit owned by them. The total number of possible votes (the "voting interests") is equal to the total number of units. The vote of a unit is not divisible. The right to vote may not be denied because of delinquent assessments. If a unit is owned by one natural person or trustee, his right to vote shall be established by the record title to the unit. If a unit is owned jointly by two or more natural persons or trustees, that unit's vote may be cast by the primary occupant. If the owner of a unit is a corporation, the vote of that unit shall be cast by the primary occupant. If the owner of a unit is a partnership, the vote may be cast by the primary occupant.
- 2.3 **Approval or Disapproval of Matters.** Whenever the decision or approval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such unit at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.
- 2.4 **Change of Membership.** Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided in 2.1 above. At that time, the membership of the prior owner shall be terminated automatically.
- 2.5 **Termination of Membership.** The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Condominium during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto.

### 3. **MEMBERS' MEETINGS; VOTING.**

- 3.1 **Annual Meeting.** There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Collier, Florida, at a place and time designated by the Board of Directors, for the purpose of transacting any business duly authorized to be transacted by the members. During the annual meeting the ballots cast in the annual election of Directors shall be counted and results announced.
- 3.2 **Special Members' Meetings.** Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and may also be called by members having at least ten percent (10%) of the voting interests. The business at any special meeting shall be limited to the items specified in the notice of meeting. The provisions of this section, as applicable, shall be modified by the provisions of the Condominium Act concerning: budget meetings; recall; budget reserves; and the election of directors.
- 3.3 **Notice of Meetings; Waiver of Notice.** Notice of all members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The notice must be mailed to each member at the address which appears on the books of the Association, or may be furnished by personal delivery. The member is responsible for informing the Association of any change of address. The notice must be mailed or delivered at least fourteen (14) days before ~~the annual~~ a regular members' meeting and at least thirty (30) days before a special meeting. If ownership of a unit is transferred after notice has been mailed, no separate notice to the new owner is required. Attendance at any meeting by a member constitutes

waiver of notice by that member unless the member objects to the lack of notice at the beginning of the meeting. A member may waive notice of any meeting at any time, but only by written waiver.

- 3.4 **Notice of Annual Meeting; Special Requirements.** Notice of the annual meeting together with an agenda shall be posted in a conspicuous place on the Condominium property for at least fourteen (14) continuous days prior to the annual meeting. The notice and agenda for the annual meeting shall also be sent to each unit owner at least fourteen (14) days and not more than sixty (60) days before the annual meeting by first class mail to each owner, and an affidavit of the officer, manager, or other person making such mailing, or a U.S. Postal Service certificate, shall be retained in the Association records as proof of mailing. Notice of the annual meeting may, alternatively, be delivered in person if a written waiver of mailing is obtained.
- 3.5 **Quorum.** A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast at least one-third (1/3rd) of the votes of the entire membership.
- 3.6 **Vote Required.** The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all unit owners for all purposes, except where a greater or different number of votes is expressly required by law or by any provision of the Condominium documents.
- 3.7 **Proxy Voting.** To the extent lawful, any person entitled to attend and vote at a members meeting may establish his presence and cast his vote by proxy. Proxies may not be used in electing Directors. When an owner is not present at a meeting, limited proxies must be used for votes taken to waive reserves or financial statement requirements, to amend the Condominium documents, and for all other matters for which the Condominium Act requires or permits a vote of the members. General proxies may be used to establish a quorum, for procedural votes, and for non-substantive amendments to proposals for which a limited proxy is being used. A proxy may be given by any person entitled to vote, but shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the vote for the unit, specify the date, time and place of the meeting for which it is given, and the original must be delivered to the Secretary before the appointed time of the meeting or adjournment thereof. Holders of proxies need not be members. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.
- 3.8 **Adjourned Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is present.
- 3.9 **Order of Business.** The order of business at members' meetings shall be substantially as follows:
- (A) Call of the roll or determination of quorum
  - (B) Counting of ballots for annual election of directors (if necessary)

- (C) Reading or disposal of minutes of last members meeting
- (D) Reports of Officers
- (E) Reports of Committees
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.10 **Minutes.** Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.11 **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian whose decision on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.12 **Actions Specifically Requiring Unit Owner Approval.** The following actions require approval by the unit owners and may not be taken by the Board of Directors acting alone:

- (A) Amendments to the Articles of Incorporation, these Bylaws and the Declaration.
- (B) Merger of two or more independent condominiums of a single complex to form a single condominium.
- (C) Purchase of land or recreation lease.
- (D) Exercise of option to purchase recreational or other commonly used facilities.
- (E) Providing no reserves, or less than adequate reserves.
- (F) Recall of Directors.
- (G) Material alteration to common elements
- (H) Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

4.1 **Number and Terms of Service.** The number of persons constituting the Board of Directors shall be any odd number not less than five (5). The current number of Directors is five (5). In order to provide for a continuity of experience, a system of staggered terms has been instituted by the Association and shall remain in effect. If the number of candidates is equal to the number of seats to be filled, or in the event of a tie vote, the determination of who will serve the longer terms shall be made among them by agreement or by lot. All Directors shall be elected for two (2) year terms. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns or is recalled as provided in Section 4.5 below. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in Section 4.4 below.

- 4.2 **Qualifications.** Each Director must be a member or the spouse of a member. Only one natural person from a single unit may serve on the Board of Directors.
- 4.3 **Annual Elections.** On the day of each annual meeting the members shall elect by written ballot as many Directors as there are regular terms of Directors expiring or Directors to be elected.
- (A) Not less than sixty (60) days before the meeting election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election.
  - (B) Any unit owner or other eligible person desiring to be a candidate for Director may give written notice to the Association not less than forty (40) days prior to the annual election in order to qualify. The list of unit owners as of forty (40) days before the election shall be the official list of qualified voters.
  - (C) If the number of qualified candidates exceeds the number of Directors to be elected, not less than thirty (30) days before the election, the Association shall mail or deliver a second notice of election to all unit owners entitled to vote therein, together with a ballot which shall list all qualified candidates.
  - (D) Upon request of a candidate, the Association shall include an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association.

Directors shall be elected by a plurality of the votes cast in the annual election, but no election in which balloting is required shall be valid unless at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each unit as many votes for Directors as there are Directors to be elected, but no unit may cast more than one vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied or, if there is no agreement, by lot.

- 4.4 **Vacancies on the Board.** If the office of any director becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:
- (A) If a vacancy occurs for any reason, including but not limited to the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall hold office for the remaining unexpired term.
  - (B) Notwithstanding subsection (A) above, if a vacancy occurs as a result of a recall and less than a majority of the Directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors, though less than a quorum. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with procedural rules adopted by the Division, governing the method of selecting successors, as well as the operation of

the Association during the period of recall but prior to the designation of successor Directors sufficient to constitute a quorum.

- 4.5 **Removal of Directors.** Any or all Directors may be removed with or without cause by a majority vote of the entire membership, either by a written petition or at any meeting called for that purpose. If a meeting is held or a petition is filed for the removal of more than one Director, the question shall be determined separately as to each Director sought to be removed. If a special meeting is called by ten percent (10%) of the voting interests for the purpose of recall, the notice of the meeting must be accompanied by a dated copy of the signature list, stating the purpose of the signatures. The meeting must be held not less than ~~fourteen (14)~~ **thirty (30)** days nor more than sixty (60) days from the date that notice of the meeting is given.
- 4.6 **Organizational Meeting.** The organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be determined by the Board.
- 4.7 **Other Meetings.** Meetings of the Board may be held at such time and place in Collier, Florida, as shall be determined from time to time by the President or a majority of the Directors. Notice of meetings shall be given to each Director, personally or by mail, telephone or telegram at least two (2) days prior to the day named for such meeting.
- 4.8 **Notice to Owners.** Meetings of the Board of Directors shall be open to members, except meetings with Association counsel with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice. Notices of all Board meetings, together with an agenda, shall be posted conspicuously on the Condominium property at least forty-eight (48) hours in advance of each Board meeting, except in an emergency. Notice of any Board meeting where a non-emergency special assessment or a rule restricting the use of units is to be considered for any reason shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than thirty (30) days prior to the meeting. An affidavit executed by the person making the mailing shall be filed among the official records of the Association, as proof of the person making the mailing shall be filed among the official records of the Association as proof of mailing. Notice of any Board meeting at which a budget will be adopted or amended shall conform to the requirements set forth in Section 6.2 below. The right of owners to attend Board meetings includes the right to participate subject to the rules of the Association as determined by the Board of Directors.
- 4.9 **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. If all Directors are present at a meeting, no notice to Directors shall be required.
- 4.10 **Quorum of Directors.** A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person at a duly called meeting. Directors may participate in any meeting of the Board, by a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person at a meeting. Directors may not vote or participate by proxy at Board meetings.
- 4.11 **Vote Required.** The acts approved by a majority of those Directors present and voting at a meeting at which a quorum exists shall constitute the acts of the Board

of Directors, except when approval by a greater number of Directors is required by the Condominium documents or by applicable statutes. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote or abstention of each Director present on each issue voted upon shall be recorded in the minutes.

- 4.12 **Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn or recess the meeting to be reconvened at a later specific time and date. At such reconvened meeting, provided a quorum is present, any business may be transacted that might have been transacted at the meeting originally as called.
- 4.13 **The Presiding Officer/Chair.** The President of the Association, or in his absence, the Vice-President, shall be the presiding officer or Chair at all meetings of the Board of Directors. If neither is present, the Chair shall be selected by majority vote of the Directors present.
- 4.14 **Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
- 4.15 **Committees.** The Board of Directors may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Condominium. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. All committees shall hold their meetings and give notice of such meetings with the same formalities as required for Board meetings.

## 5. **OFFICERS.**

- 5.1 **Officers and Elections.** The executive officers of the Association shall be a President, and a Vice-President, who must be Directors, a Treasurer and a Secretary, all of whom shall be elected annually by a majority of the Board of Directors. The election of officers may be by secret ballot. Any officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board may, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Association. If the Board so determines, there may be more than one Vice-President.
- 5.2 **President.** The President shall be the chief executive officer of the Association; he shall preside at all meetings of the members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts requiring seal of the Association, except where such are permitted by law to be otherwise signed and executed, and the power to execute is delegated by the Board of Directors to some other officer or agent of the Association.
- 5.3 **Vice-Presidents.** The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of



the President; and they shall perform such other duties as the Board of Directors shall assign.

- 5.4 **Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for that purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Condominium documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.
- 5.5 **Treasurer.** The Treasurer shall be responsible for Association funds and securities, the keeping of full and accurate accounts of receipts and disbursements in books belonging to the Association, and the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall oversee the disbursement of the funds of the Association, keeping proper vouchers for such disbursements, and shall render to the President and Directors, at the meetings of the Board, or whenever they may require it, an accounting of all transactions and of the financial condition of the Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. **FISCAL MATTERS.** The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

- 6.1 **Depository.** The Association shall maintain its funds in federally insured accounts in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market trusts, certificates of deposit, U.S. Government Securities, and other similar investment vehicles.
- 6.2 **Budget.** The Board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting of the Board at which the budget will be adopted shall be mailed to or served on the owner of each unit not less than fourteen (14) days prior to that meeting. The proposed budget shall be detailed and shall show the amounts budgeted by income and expense classifications.
- 6.3 **Statutory Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance as required by law. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by a formula based upon the remaining estimated useful life and replacement cost of each item. The Association may adjust replacement reserve assessments annually to reflect any changes in estimates or extension of the

useful life of a reserve item caused by deferred maintenance. These reserves shall be funded unless the members subsequently determine by majority vote of the total voting interest present in person or voting by limited proxy at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the unit owners as required in Section 6.2 above. Reserves funded under this paragraph, and all interest earned on such reserves, shall be used only for the purposes for which they were reserved, unless their use for other purposes is approved in advance by a majority of the voting interest present in person or voting by limited proxy at a members' meeting called for that purpose. Furthermore, these reserves shall not be commingled with the operating funds unless combined for investment purposes.

- 6.4 **Other Reserves.** In addition to the statutory reserves provided in Section 6.3 above, or in place of them if the members so vote, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual operating budget each year. These funds may be spent for any purpose approved by the Board.
- 6.5 **Assessments.** Regular annual assessments based on the adopted budget shall be paid in quarterly installments, in advance, due on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be sent to the members at least fifteen (15) days prior to the due date. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first quarterly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last quarterly payment, and shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage calculated shall be added or subtracted from each unit's next due quarterly installment.
- 6.6 **Special Assessments.** Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments coming due in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including reserves, unless a majority of the voting interests first consent. The notice of any Board meeting at which a special assessment will be considered, discussed or proposed shall be given as provided in Section 4.8 above, and the notice to the owners of the levy of the assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.
- 6.7 **Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by the Condominium Act or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6.8 **Financial Statements.** Not later than ninety (90) days after the close of each fiscal year, the Board shall cause to be prepared, and shall distribute to the owners of each unit, financial statements meeting the minimum standards of Section 718.111(14), Florida Statutes, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts, unless waived in accordance with Section 718.111(14), Florida Statutes, in which case not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared; and shall distribute to the owners of each unit, a financial report meeting the minimum standards of Section 718.111(13), Florida Statutes, showing in reasonable detail the financial condition of the Association as of the close of its fiscal year, detailed by accounts.

6.9 **Fiscal Year.** The fiscal year for the Association shall begin on the first day of April and end on the last day of March. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States of America.

7. **RULES AND REGULATIONS; USE RESTRICTIONS.** The Board of Directors may, from time to time, adopt, amend and rescind administrative rules and regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such rules and regulations shall be furnished to each unit owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners and uniformly applied and enforced. The rules and regulations need not be recorded in the public records.

8. **COMPLIANCE AND DEFAULT; REMEDIES.** In addition to the remedies provided in Section 19 of the Declaration of Condominium, the following provisions shall apply:

8.1 **Fines.** The Board of Directors may levy reasonable fines against units whose owners commit violations of the Condominium Act, the provisions of the Condominium documents or Association rules and regulations, or condone such violations by their family members, guests or lessees. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amounts allowed by law. The procedure for imposing such fines shall be as follows:

(A) The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations which have allegedly been violated; and,
- (3) A short and plain statement of the matters asserted by the Association; and,
- (4) The amount of any proposed fine.

(B) At the hearing, the party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an

opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) non-Director unit owners appointed by the Board. If the committee, by majority vote, does not agree with the fine, it may not be levied.

- (C) Fines shall be paid not later than five (5) days after notice of imposition of same. For non-payment of fines the Association shall have all of the remedies available at law.

8.2 **Correction of Health and Safety Hazards.** Any violations which are deemed by the Board of Directors to be a hazard to the public health or safety must be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner.

8.3 **Mandatory Non-Binding Arbitration.** In the event of any "dispute" as defined in Section 718.1255(1), Florida Statutes, between a unit owner and the Association arising from the operation of the Condominium, the parties must submit the dispute to mandatory non-binding arbitration, or alternative mediation, under the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes prior to filing any lawsuit over the disputed matters. Nothing herein shall be construed to require arbitration of disputes related to the levy or collection of fees or assessments.

8.4 **Availability of Remedies.** Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable it to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to enjoy the Condominium property free from unreasonable restraint and annoyance.

9. **AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 **Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition signed by at least one-fourth (1/4th) of the voting interests of the members.

9.2 **Procedure.** Upon any amendment or amendments to these Bylaws being proposed by said Board or unit owners, such proposed amendment or amendments shall be submitted to a vote of the owners not later than the next annual meeting for which proper notice can still be given.

9.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Condominium documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least ~~two-thirds (2/3)~~ **a majority** of the total voting interests ~~present in person or by proxy~~ **(at least 45 votes)** at any annual or special meeting called for the purpose, provided that notice of the proposed amendment has been given to the members in accordance with law.

9.4 **Recording; Effective Date.** A copy of each amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the

amendment are recorded in the Public Records of Collier County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Condominium was originally recorded.

10. **UNIT OWNER INQUIRY.** When a unit owner files a written inquiry by certified mail, with the Board of Directors, the Board shall respond in writing to the owner within thirty (30) days of receipt of the inquiry. The Board's response shall give either a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Condominiums. If the Board requested advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing, a substantive response to the inquirer. If a legal opinion is requested from the Association's counsel, the Board shall, within sixty (60) days after receipt of the inquiry, provide in writing a substantive response to the inquirer. Failure to provide a substantive response to the inquirer as provided precludes the Board from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the inquiry. The Association is only obligated to respond to one (1) written inquiry per unit in any given thirty (30) day period. Any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period or periods, as applicable.
11. **MISCELLANEOUS.**
- 11.1 **Gender.** Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.
- 11.2 **Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.
- 11.3 **Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Condominium or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.
- 11.4 **Articles of Incorporation.** The Articles of Incorporation of the Association may be amended in the manner provided therein.

Adopted this 13<sup>th</sup> day of May, 2000 2002

