

THE BARRTON APARTMENTS, INC
A Condominium

CONDOMINIUM DOCUMENTS

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THE BARRTON APARTMENTS, INC.,
a condominium

555 Southeast Sixth Avenue
Delray Beach, Florida 33444

DECLARATION OF CONDOMINIUM

DECLARATION

Consisting of thirteen pages

EXHIBIT "A" - Drawings and Plans
Consisting of thirty seven pages

EXHIBIT "B"
Articles of Incorporation of
THE BARRTON APARTMENTS, INC.

EXHIBIT "C"
By-Laws of THE BARRTON APARTMENTS,
INC.

This Instrument Was Prepared By
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RETURN TO:
BYRD, WHITLEY, BYRD & DEVITT, P.A.
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DECLARATION OF CONDOMINIUM

OF

THE BARRTON APARTMENTS, INC., a condominium

555 Southeast Sixth Avenue
Delray Beach, Florida

BARR CO. OF FLORIDA, a Florida corporation, hereinafter referred to as the "Developer", as owner in fee simple of the following described property and improvements thereon, does hereby declare and impose a condominium form of ownership and use upon the said land and said property on behalf of itself, its successors, grantees and assigns.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, herein called the Condominium Act.

(a) The name by which this condominium is to be identified is THE BARRTON APARTMENTS, INC., a condominium, and its address is 555 Southeast Sixth Avenue, Delray Beach, Florida.

(b) The lands owned by the Developer which are hereby submitted to the condominium form of ownership are the following:

A parcel of land being a portion of Blocks 1 and 12, OSCEOLA PARK, DELRAY BEACH, FLORIDA, as recorded in Plat Book 3, on Page 2, Public Records of Palm Beach County, Florida, described as follows:

Lot 12, Block 1, less the West 303.23 feet of the North 75.0 feet thereof, and less the West 5.0 feet thereof, together with Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 12, less the West 5.0 feet thereof, all lying and being as shown in the Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3, on Page 2, Public Records of Palm Beach County, Florida, less the following described parcel: BEGIN at the Southwest corner of Lot 11, Block 12, Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3, on Page 2, Public Records of Palm Beach County, Florida, thence run East along the South line of said lot 11, a distance of 204.00 feet to a point; thence along a line, making an angle of 60°39' 52" through the Northwest from the previous course, a distance of 229.35 feet to a point on the North line of Lot 4, said Block 12; thence run West, along the said North line of Lot 4, a distance of 90.0 feet to the Northwest corner of said Lot 4; thence run South, along the West line of said Block 12, a distance of 199.95 feet to the point of beginning, less the West 5.0 feet thereof,

which lands are herein called the land.

2. DEFINITIONS. The terms used herein and in the by-laws (attached as Exhibit C) shall have the meanings stated in the Condominium Act and as follows:

(a) "Apartment" means unit as defined by the Condominium Act.

(b) "Apartment owner" means unit owner as defined by the Condominium Act.

(c) "Association" means The Barrton Apartments, Inc., a condominium, a Florida corporation, and its successors.

(d) "Common elements" shall be all the parts of the condominium property including the manager's apartment, not included within the apartment boundaries as described in paragraph 4, and the leased car parking area which shall be considered Limited Common Element.

(e) "Limited Common Element" means and includes those common elements which are reserved for the use of a certain unit or owner, as the leased car parking, to the exclusion of others.

(f) "Common expenses" mean the expenses for which the apartment owners are liable to the association, actual or estimated, and include (i) expenses of maintenance, operation, repair, or replacement of the common elements, and of the portions of the apartments to be maintained by the association; (ii) expenses of management and administration; (iii) expenses declared common expenses by provisions of this Declaration or by the by-laws.

3. DEVELOPMENT PLANS. The improvements will be constructed by the Developer substantially in accordance with the plans and specifications prepared by The Outcalt-Guenther Partners, Architects. The condominium will include an apartment building consisting of the ground or lobby floor, and twelve additional floors, making a total of thirteen floors. The building will contain 103 owner's apartments and a manager's apartment. The condominium will also include storage space for each apartment, gardens and landscaping, a swimming pool, automobile parking areas, and other facilities located substantially as shown in the plans and specifications. Use of part of the parking facilities will be limited to lessees of such car storage leases.

(a) This Declaration may be amended by filing such additional plans, specifications, drawings and other documents as may be required to describe adequately the completion of improvements. Such completion may be shown by a certificate of an architect, engineer, or surveyor certifying that the improvements have been constructed substantially as herein represented, or designating any changes made. Such plans or certificate when signed and acknowledged by the developer shall in themselves constitute an amendment of this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

(b) Easements are reserved through the condominium property as may be required for utility or building services.

4. APARTMENT BOUNDARIES. Each apartment shall include that part of the building containing the apartment which lies within the boundaries of the apartment, which boundaries shall be determined in the following manner:

(a) The upper boundary shall be the plane of the lower surfaces of the ceiling slab.

(b) The lower boundary shall be the plane of the upper surface of the floor slab.

(c) The vertical boundaries of the apartment shall be (i) the exterior of the outside walls of the apartment building bounding the apartment except where there is attached to the building a balcony, loggia, stairway, or other portion of the building serving only the apartment being bounded, in which event the boundaries

shall be such as will include all such structures and fixtures thereon, and (ii) the center line of the interior walls bounding an apartment.

5. DESCRIPTION OF APARTMENTS. The apartments of the condominium are more particularly described as follows:

(a) There are 7 apartments on the ground floor, and 8 apartments on each floor from the 2nd to the 13th, or Penthouse floor, inclusive, making a total of 103 units. The eight typical floor plans are designated by the capital letters A, B, C, D, E, F, G, and H, which plans are attached hereto as part of Exhibit A.

(b) Each apartment is identified by the use of the capital letter designating the floor plans preceded by the number designating the floor upon which the apartment is located, which floors are numbered 1 through 12, both inclusive, and the Penthouse floor.

(c) The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as the Developer owns the apartments so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Developer along, notwithstanding the procedures for amendments described in paragraph 22 of this Declaration. However, no such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in paragraph 22 of this Declaration. If more than one apartment is altered the Developer shall appropriately reapportion the shares in the common elements which are allocated to the altered apartments.

6. SHARES OF COMMON ELEMENTS AND EXPENSES: Each apartment owner shall own a share in the common elements and in any surplus possessed by the Association, and be liable for common expenses or assessments as follows:

<u>APARTMENT NUMBER</u>	<u>PERCENTAGE EACH</u>	<u>TOTAL PERCENTAGE</u>
11-E	.60%	.60%
12-B	.65%	.65%
1-H	.80%	.80%
1-E thru 10-E; 12-E; PH "E"; 1-G thru PH "G"	.90%	22.50%
2-A; 3-B thru 11-B; PH "B"; 1-C thru PH "C"; 1-D thru 10-D; 12-D; PH "D"; 1-F thru 12-F	.95%	45.60%
1-B; PH "F"; 2-H thru PH "H"	1.05%	14.70%
3-A thru 11-A; PH "A"; 2-B; 11-D	1.15%	13.80%
12-A	1.35%	1.35%
TOTAL		100.00%

7. MAINTENANCE AND ALTERATION OF APARTMENTS.

(a) The Association shall maintain, repair and replace

(i) all portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof; boundary walls of apartment; floor and ceiling slabs; and load-bearing walls, and

(ii) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained in the portions of an apartment maintained by the Association; and all such facilities contained within the apartment which service the apartment or parts of the condominium other than the apartment within which contained.

All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(b) The responsibility of the apartment owner shall be
(i) to maintain, repair, and replace at his expense all portions of his apartment except the portions to be maintained, repaired, and replaced by the Association.

(ii) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building;

(iii) to promptly report to the Association any defect or need for repairs the responsibility for which is that of the Association.

(c) Except as elsewhere reserved to the Developer, neither an apartment owner nor the Association shall make an alteration in the portions of an apartment or apartment building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the board of directors of the Association. The Board may require that a copy of plans for all of such work, prepared by an architect licensed to practice in this state, be filed with the Association prior to the start of the work.

8. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS.

(a) The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

(b) After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no substantial alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements. There shall be no change in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

9. ASSESSMENTS.

(a) Assessments against apartment owners for common expenses shall be made pursuant to the by-laws and shall be allocated as set forth in paragraph 6 of this Declaration, except the maintenance cost of the leased covered car parking may be divided equally among the car spaces and assessed against the lessee or user thereof, if the directors so provide.

(b) Assessments and installments thereon paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

(c) The lien for unpaid assessments provided by Florida law shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect such rental.

10. ADMINISTRATION. The administration of the property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

(a) The Association was incorporated under the name THE BARRTON, INC., a condominium, as a corporation not for profit under the laws of

the State of Florida. Articles of Incorporation dated April 22nd, 1971 are attached as Exhibit B.

(b) The By-Laws of the Association, Exhibit C, provide for its administration by a Board of Directors who may promulgate and publish Rules and Regulations to maintain high standards and pleasant living conditions and for the common welfare and best interests of the Association and its member. Such Rules and Regulations shall be approved by the members as provided in the Articles, III, 2-e.

(c) The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation, the By-Laws and the Condominium Act, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Apartment Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts and inconsistencies.

(d) Notices, demands, reports and other communications from the Association to Apartment Owners, unless otherwise provided, may be transmitted by personal delivery or by mailing to the address listed on the Association rolls, except delinquency or default notices; special assessments; amendments to the Declaration or by-laws, or legal proceedings, all of which shall be by certified or registered mail.

(e) The Association shall maintain at its office the following records which shall be available for inspection at all reasonable hours by Apartment Owners, mortgagees or other authorized persons:

(i) The accounting records which shall show all receipts, disbursements and accounts payable.

(ii) The insurance policies or copies and such supplemental information as may be necessary to determine the insurance coverage, its cost and expiration dates.

(iii) The assessment roll showing the name, address, assessments and the payment for each Apartment Owner and any amounts due or past due.

(f) All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses. Provided, however, the income and expenses of the covered car storage shall be set up as a separate fund with separate records, books and charges as the Board of Directors shall direct.

(g) Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable 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, nor for injury or damage caused by the elements or other owners or persons.

(h) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

(i) Each Apartment Owner shall be entitled to one vote, unless the decision to be made is required to be by the owners of a stated percentage of the common elements.

11. INSURANCE.

(a) Insurance policies upon the condominium property covering the items described in subparagraph (b) of this paragraph shall be purchased by the Association for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear. Provision shall be made for the issuance of certificates

of mortgage endorsements to the mortgagees of the apartment owners. Such policies and endorsements shall be deposited with the Insurance Trustee, which shall hold them subject to the provisions of paragraph 12.

(b) Insurance shall cover the following:

(i) all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;

(ii) public liability in such amounts and with such coverage as required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner;

(iii) workmen's compensation as required by law;

(iv) such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

(d) The Association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payments of claims.

(e) The insurance agency and insurance company shall be subject to the approval of any bank, savings and loan association or insurance company which at the time is the owner and holder of an unsatisfied mortgage upon an apartment in the condominium. A written request for such approval by the Association which is not answered or rejected within ten days shall be deemed to constitute approval.

12. RESPONSIBILITIES OF INSURANCE TRUSTEE.

(a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to any bank with trust powers in Palm Beach or Broward Counties, Florida, which is selected by the Board of Directors of the Association as a trustee, which bank is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold them in trust for the benefit of the apartment owners and their mortgagees as follows: An undivided share of such proceeds on account of damage to common elements shall be allocated to the apartment owners according to their shares of the common elements set forth in paragraph 6. Proceeds on account of apartments shall be held for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear.

(c) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(i) All expenses of the Insurance Trustee shall be first paid.

(ii) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be expended as provided in paragraph 14. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(iii) If it is determined as provided in paragraph 13 that the damage for which the proceeds are paid shall not be reconstructed or repaired, or if there are excess proceeds remaining after a reconstruction or repair, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(iv) In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution, and as to whether or not the building is to be reconstructed or repaired. Any surplus shall be surrendered to the Association.

(d) Original policies shall not be surrendered to insurer without notice to the Association and mortgage lenders.

13. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

(a) If common elements are damaged, they shall be reconstructed or repaired, unless it is determined under paragraph 21 that the condominium shall be terminated.

(b) If the damaged property is the apartment building, and if apartments to which 50% or more of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it be determined under paragraph 21 that the condominium shall be terminated.

(c) If the damaged property is the apartment building, and if apartments to which 50% or more of the common elements are appurtenant are found by the Board of Directors to be not tenantable, the damaged property will not be reconstructed or repaired and the condominium will be terminated under paragraph 21 unless within 60 days after the casualty the owners of at least 75% of the common elements agree in writing to such reconstruction or repair. No mortgagee shall have any right to participate in the determination as to whether damaged property shall be reconstructed or repaired. Nor shall any mortgagee have the right to apply insurance proceeds to the reduction of the mortgage.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building prepared by The Outcalt-Guenther Partners, Architects, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

14. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

(a) If damage occurs only to those parts of one apartment for which the responsibilities of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for

reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

(d) If the amount of the estimated costs of reconstruction and repairs for which the Association is responsible is more than \$5,000.00, the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

(i) The portion of insurance proceeds representing damage, reconstruction and repair of which is the responsibility of the apartment owner, shall be paid by the Insurance Trustee to the apartment owner (or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly), who may use such proceeds as they may be advised.

(ii) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the Association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) The Insurance Trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon a certificate of the Association stating such information.

15. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

(a) Each of the apartments shall be occupied by a family, its servants, and guests, as a residence and for no other purpose. Except as reserved to the Developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartment to be effected thereby.

(b) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

(c) No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed

to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate in insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.

(d) Until the Developer has completed and sold all of the apartments, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs.

(e) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its articles of incorporation and by-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

(f) The covered automobile parking spaces, numbered N-1 thru N-52 and S-1 thru 51, both inclusive, will be assigned and leased by the Developer to apartment owners for the exclusive use of such owner. The balance of the spaces may be assigned by the Directors of the Association to such owners, or use, as they may designate.

16. APPROVAL OF SALE OR LEASE. No apartment owner may dispose of an apartment or any interest therein by sale or by lease without approval of the Board of Directors of the Association, except as elsewhere provided herein, which approval shall be obtained in the manner hereinafter provided.

(a) Notice to Association. An apartment owner intending to make a sale of his apartment or any interest therein shall give notice to the Association of such intention, together with the name and address of the intended purchaser, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the apartment owner to the Association and any purchaser produced by the Association as hereinafter provided, that the apartment owner believes the proposal to be bona fide in all respects.

(b) Election Association. Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser approved by the Association (and give notice thereof to the person desiring to sell his apartment) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that the purchaser furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. The approval of the Board of Directors of the Association shall be in recordable form, signed by any two members of the board, and shall be delivered to the purchaser. The failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in

recordable form, as aforesaid. The apartment owner giving such notice shall be bound to consummate the transactions with such purchaser as may be approved and furnished by the Association.

(c) No unit owner shall be permitted to sell, convey, mortgage or lease his apartment unless and until he shall have paid in full any charges assessed against his apartment and shall have satisfied all liens outstanding, except permitted mortgages.

17. LEASING. An apartment owner may lease his apartment providing he first obtains the approval of the Board of Directors, which approval shall not be unreasonably withheld. The Board of Directors may require the apartment owner seeking such approval to furnish such information concerning the prospective lessee, and the terms of the proposed lease as is reasonably necessary for their determination. The lease shall include a provision that the lessee agrees to abide by and comply with all of the terms and restrictions of the Declaration and the rules and regulations of the Association and shall provide that the Association shall have authority to act as the owner's or lessor's agent in enforcing any compliance with either the terms of the lease or the rules and regulations of the Association.

18. MORTGAGE AND ACQUISITION BY MORTGAGEES.

(a) No apartment owner may mortgage his apartment or any interest therein without the approval of the Association, except to a bank, life insurance company, or a federal savings and loan association. The approval of any other mortgagee shall be subject to conditions determined by the Association.

(b) The provisions of paragraphs 16 and 17 shall not apply to a transfer to or purchase by a bank, life insurance company, or federal savings and loan association which acquires title as a result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale, or lease by a bank, life insurance company, or federal savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.

19. NOTICE OF LIEN OR SUIT.

(a) An apartment owner shall give notice to the Association of every lien upon his apartment, other than for permitted mortgages, taxes, and special assessments, within five days after the attaching of the lien. Failure to comply with this paragraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Association of every suit or other proceedings which may affect the title to his apartment within five days after the apartment owner receives knowledge thereof.

20. COMPLIANCE AND DEFAULT.

(a) Each apartment owner shall be governed by and shall comply with the terms of this Declaration, by the articles of incorporation, by-laws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the Association or other apartment owners to the relief described in subparagraph (b) of this paragraph in addition to the remedies provided by the Condominium Act and laws of the State of Florida.

(b) An apartment owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or

his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates, occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys fees as may be awarded by the court.

(c) The failure of the Association or any apartment owner to enforce any covenant, restriction, or other provisions of the Condominium Act, this Declaration, the articles of incorporation, the by-laws, or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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

(a) In the event it is determined under paragraph 13 (c) that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

(b) The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium, and by all record owners of liens thereon. 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 not less than 75% of the common elements, and of the record owners of liens upon the same 75% of the common elements, are obtained not later than 30 days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners during the period ending on the 60th day from the date of such meeting.

(c) The option described in subparagraph (b) of this paragraph shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased of an offer to purchase signed by the record owners of apartments who will participate in the purchase. Such offer shall indicate which apartments will be purchased by each participating owner and shall offer to purchase all of the apartments owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

(d) The sale price of each apartment 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 offer, and in the absence of agreement 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 apartment; and a judgment of specific performance of the sale upon the ward rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten (10) days following the determination of the sale price.

(e) The termination of the condominium shall be evidenced by a certificate of the Association executed by the President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

(f) After termination of the condominium, the apartment 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 apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided

shares of the common elements appurtenant to the owners apartments prior to the termination.

22. AMENDMENTS. This Declaration may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either (i) not less than a majority of the Board of Directors and not less than 66-2/3% of the votes of the entire membership of the Association; or (ii) not less than 75% of the votes of the entire membership of the Association; or (iii) until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

(c) No amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall change any apartment nor the share of the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment and all record owners of lien thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida.

(e) Any amendment to Sections 11, 12, 18, 21(b) and 22 (e) which will affect the rights, security or interests of a mortgagee shall be submitted to such mortgagee for consent and approval by the mortgagee.

23. PROVISIONS PERTAINING TO DEVELOPER. Paragraphs 16 and 17 shall not apply to the Developer or its successors or assigns. The Developer further retains the right to elect a majority of the directors, who need not be residents of the condominium, so long as it, or its successors or assigns, is the owner of not less than six apartments, or until December 31st, 1973, whichever shall first occur.

The Developer reserves the right to sell, or assign, leases for the one hundred and three (103) covered automobile parking spaces to apartment owners, which said leases will allow such owners sole and exclusive use of such space. Provided, however, such leases may be sold, assigned or transferred by such owner only to the Association or another apartment owner, and shall be subject to the payment of maintenance charges and such rules and regulations as may be provided by the Directors of the Association.

24. SEVERABILITY. The invalidity 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, and the articles of incorporation, by-laws, and regulations of the

Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration, this 27th day of January, 1972.

BARR CO. OF FLORIDA

By: [Signature]
President



[Signature]
Assistant Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared CHARLES C. BARR and E. JACK BARNES, as president and assistant secretary, respectively, of BARR CO. OF FLORIDA, a Florida corporation, and they acknowledged to and before me that they executed the foregoing instrument as such officers of said corporation, and that they affixed thereto the official seal of said corporation, and that the foregoing instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, at Delray Beach, Florida, State and County aforesaid, on this the 27th day of January, 1972.

[Signature]
NOTARY PUBLIC

My commission expires: Notary Public State of Florida at Large
My Commission Expires Feb. 6, 1974
Bonded by Transamerica Insurance Co.



MORTGAGEES' CONSENT

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE WORTH,
FLORIDA, AND FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF
WEST PALM BEACH, FLORIDA, the owners and holders of a mortgage
upon all of the lands described above, hereby consent to the
foregoing Declaration of Condominium, this 28th day of January,
1972.

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF LAKE WORTH

By: John C. Weber
Assistant Vice President

ATTEST:

Elizabeth B. Hoyman
Assistant Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

PERSONALLY APPEARED before me, the undersigned authority,

JOHN C. WEBER and ELIZABETH B. HOYMAN
respectively as Assistant Vice President and Assistant Secretary of FIRST
FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKE WORTH, FLORIDA, a corporation,
who being by me first duly sworn, depose and say that they executed the
foregoing Consent of Mortgagee for the uses and purposes therein expressed.

WITNESS my hand and official seal at Boynton Beach, Florida, this
28th day of January, 1972.

James A. Butler
Notary Public

MY COMMISSION EXPIRES: 5-8-75

MORTGAGEE'S CONSENT

First Federal Savings and Loan Association of Lake Worth, Florida and
Fidelity Federal Savings and Loan Association of West Palm Beach, Florida, the
owners and holders of a mortgage upon all of the lands described above, hereby
consent to the foregoing Declaration of Condominium, this 28th day of
January, 1972.

FIDELITY FEDERAL SAVINGS AND LOAN
ASSOCIATION OF WEST PALM BEACH, FLORIDA

BY J. Robert McDonald
J. Robert McDonald,
Senior Vice President

ATTEST:

Betty B. Beatty
Betty B. Beatty,
Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

PERSONALLY APPEARED before me, the undersigned authority, _____

J. Robert McDonald and Betty B. Beatty,

respectively as Senior Vice President and Secretary

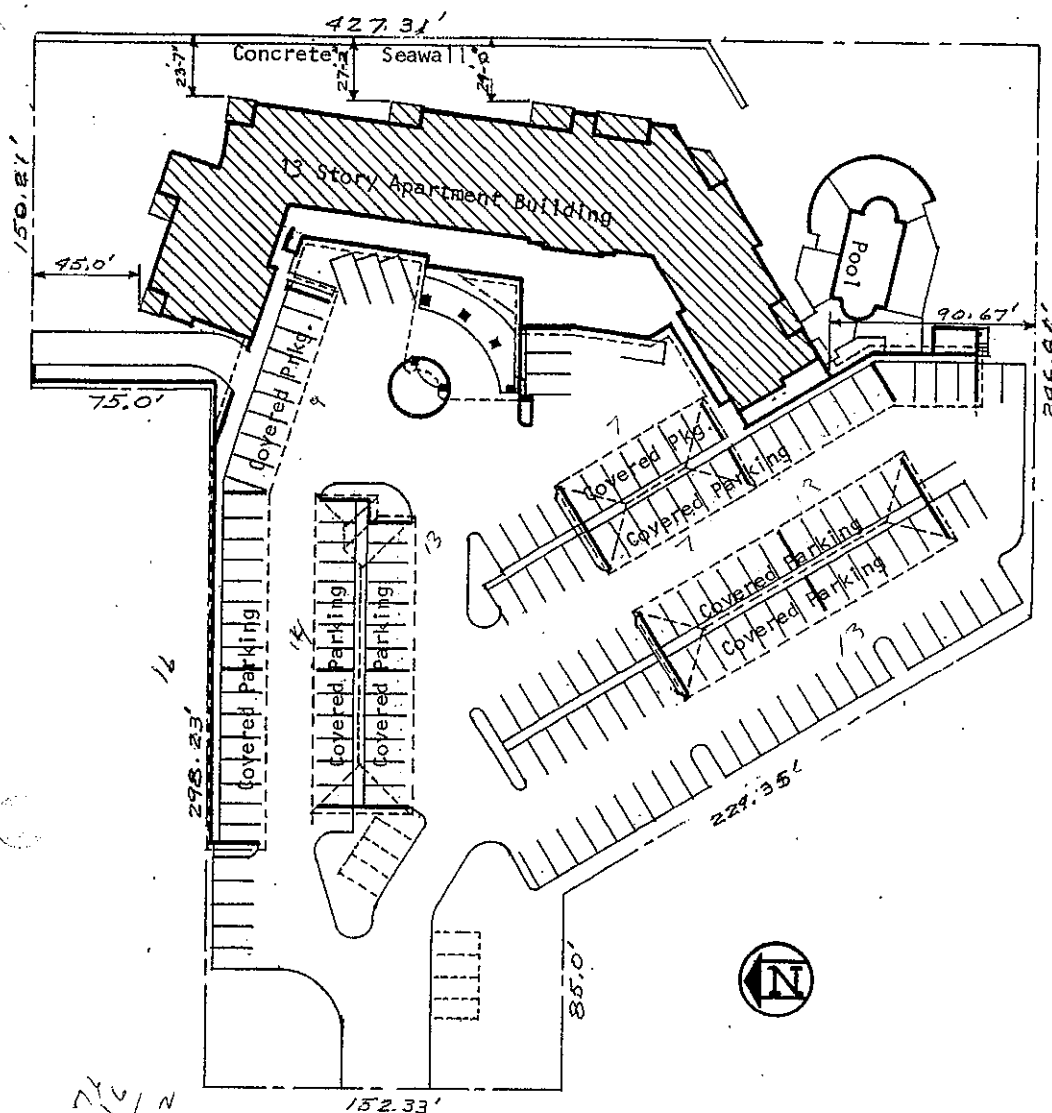
of Fidelity Federal Savings and Loan Association of West Palm Beach, Florida,
a corporation, who being by me first duly sworn, depose and say that they
executed the foregoing Consent of Mortgagee for the uses and purposes therein
expressed.

WITNESS my hand and official seal at West Palm Beach, Florida,
this 28th day of January, 1972.

William R. K.
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 1, 1974



LEGAL DESCRIPTION

Lot 12, Block 1, less the West 303.23 feet of the North 75.0 feet thereof, and less the West 5.0 feet thereof, together with Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 12, less the West 5.0 feet thereof, all lying and being in the Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3, on Page 2, Public Records of Palm Beach County, Florida, LESS the following described parcel: BEGIN at the Southwest corner of Lot 11, Block 12, Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3, on page 2, Public Records of Palm Beach County, Florida; thence run East along the South line of said Lot 11, a distance of 204.00 feet to a point; thence along a line, making an angle of 60°39'52" through the Northwest from the previous course, a distance of 229.35 feet to a point on the North line of Lot 4, said Block 12; thence run West, along the said North line of Lot 4, a distance of 90.0 feet to the Northwest corner of said Lot 4; thence run South, along the West line of said Block 12, a distance of 199.95 feet to the point of beginning, less the West 5.0 feet thereof.

SITE PLAN

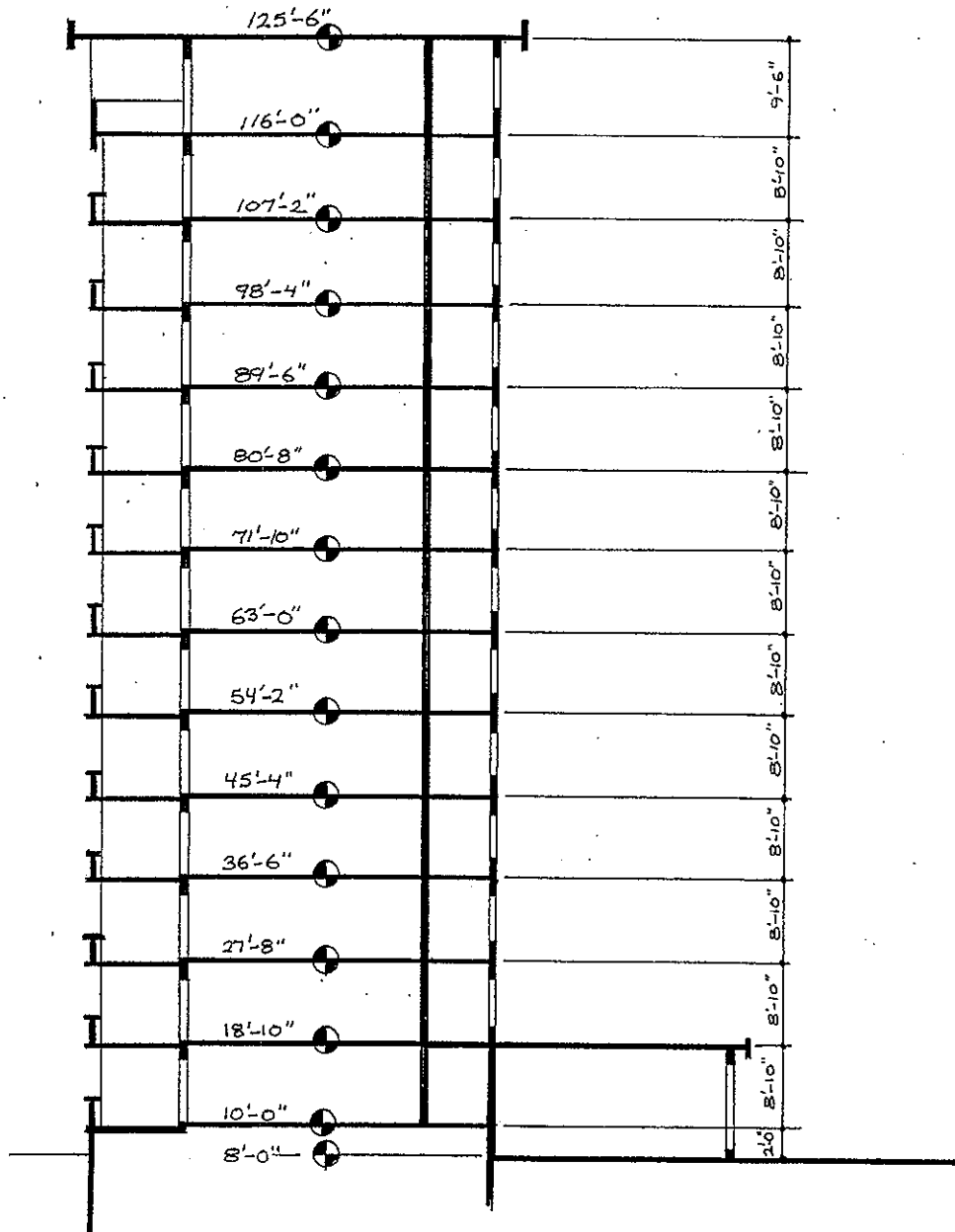
103 Suites

Parking

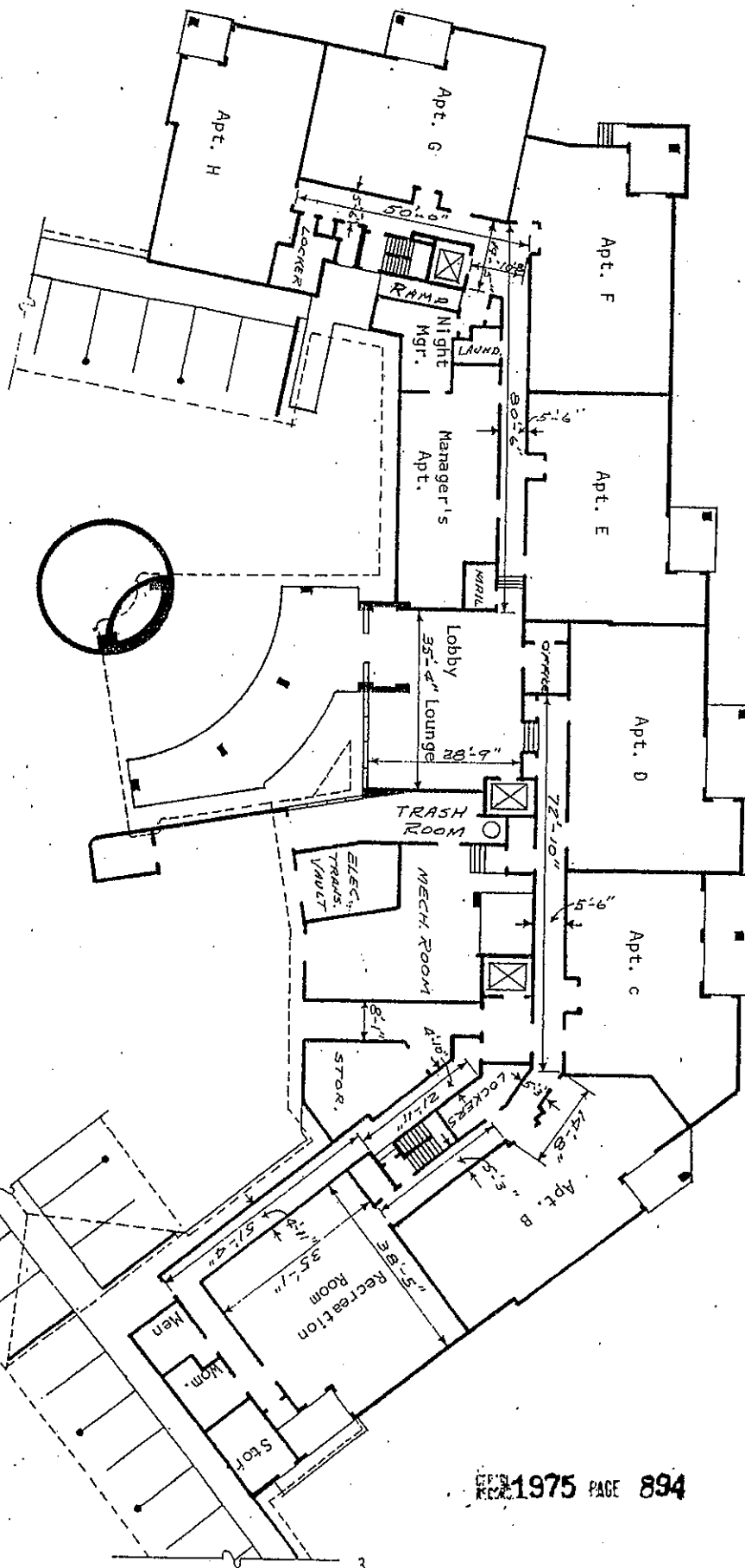
Covered	103
Open	74
Total	177

All Elevations from Mean Sea Level.

Datum - 0'-0" = 8'-0"

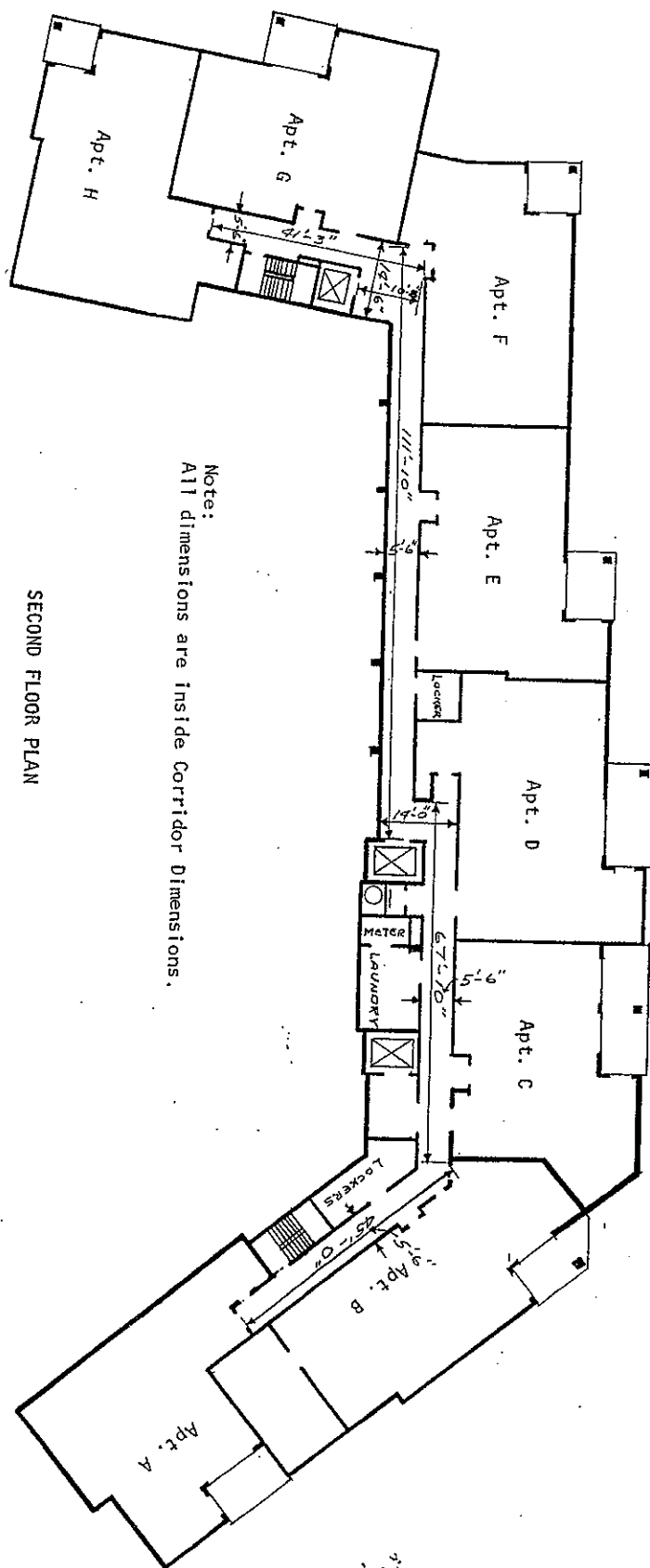


VERTICAL ELEVATIONS.



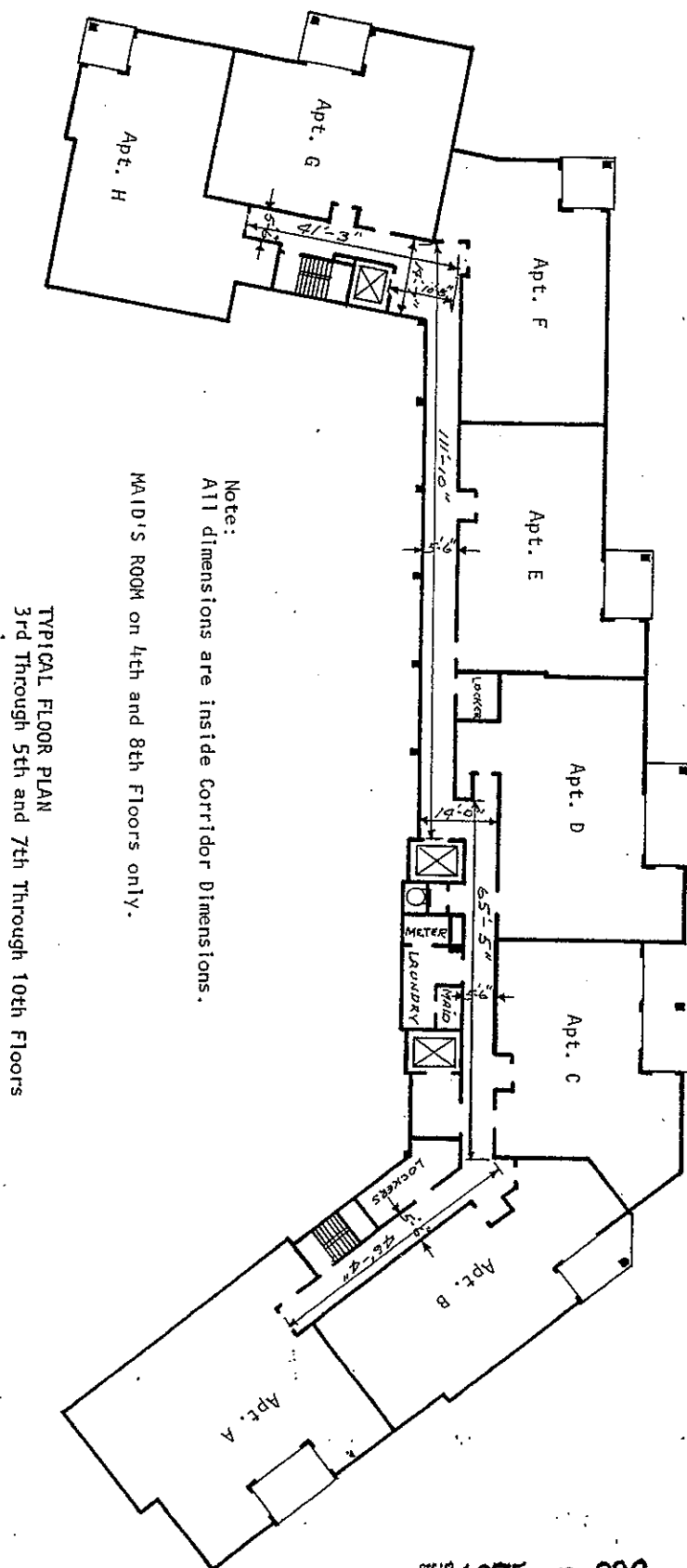
GROUND FLOOR PLAN

Note:
All dimensions are inside Corridor and Room Dimensions.



Note:
All dimensions are inside Corridor Dimensions.

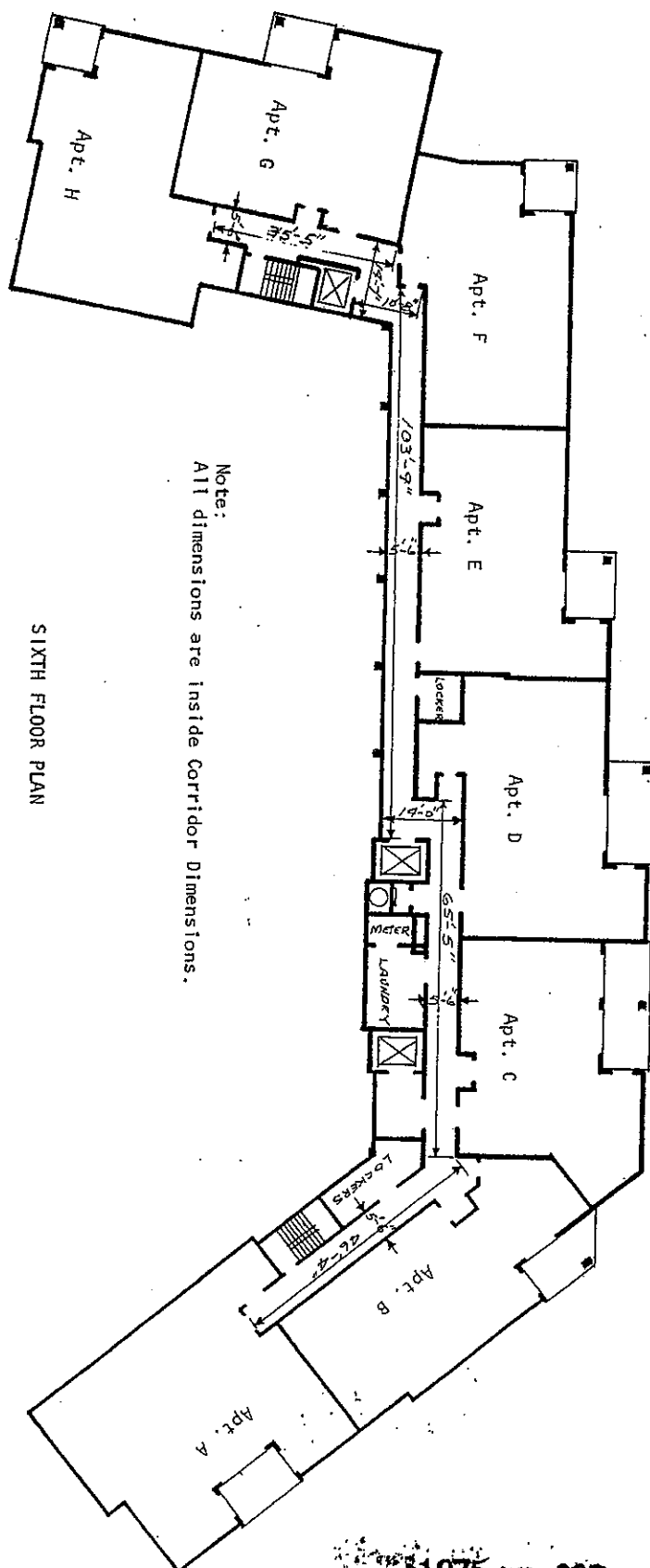
SECOND FLOOR PLAN



Note:
All dimensions are inside Corridor Dimensions.

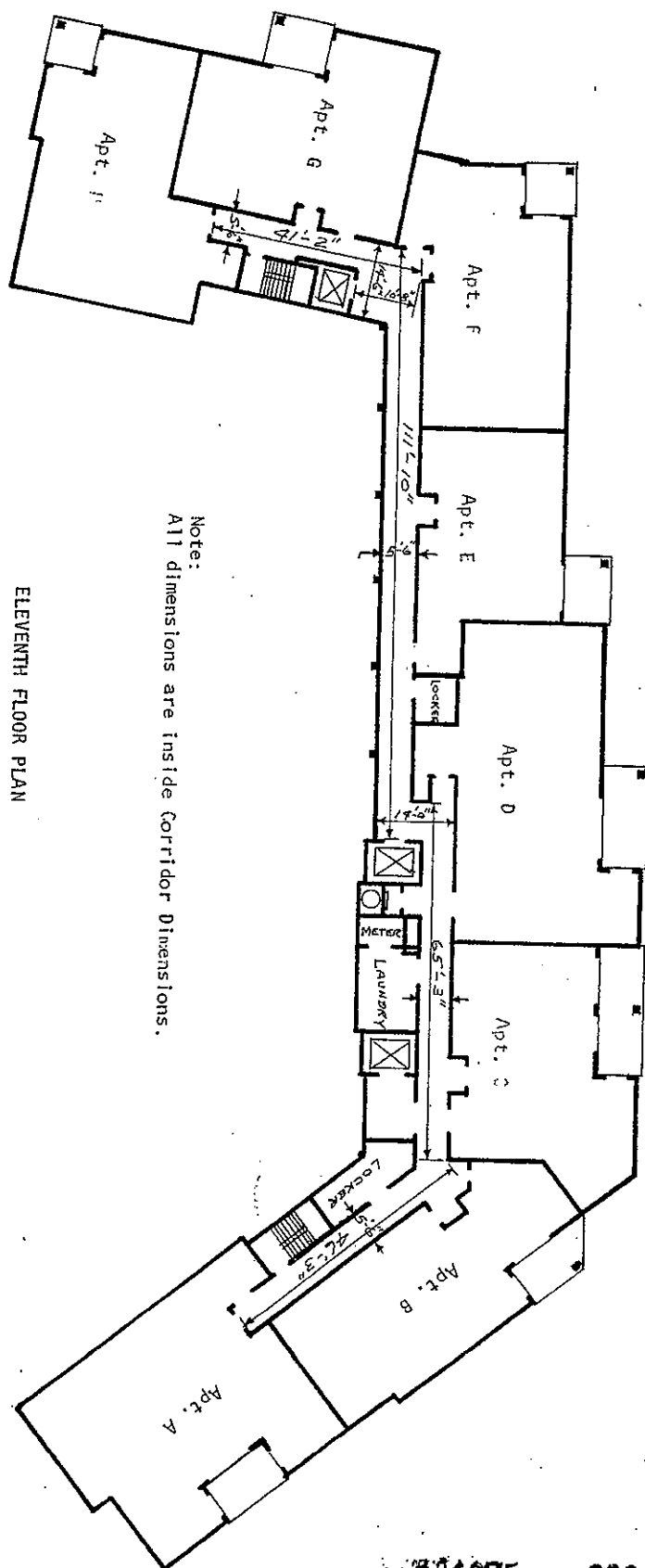
MAID'S ROOM on 4th and 8th Floors only.

TYPICAL FLOOR PLAN
3rd Through 5th and 7th Through 10th Floors



Note:
All dimensions are inside Corridor Dimensions.

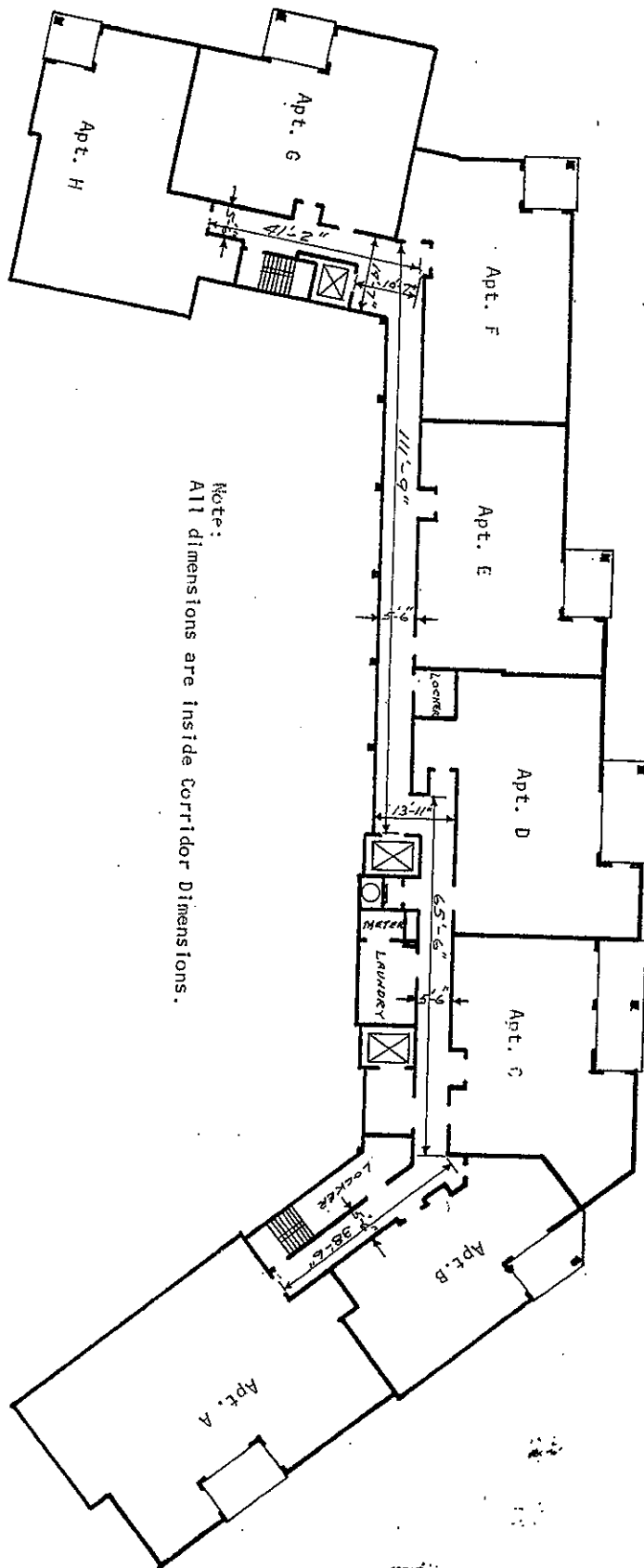
SIXTH FLOOR PLAN



Note:
All dimensions are inside corridor dimensions.

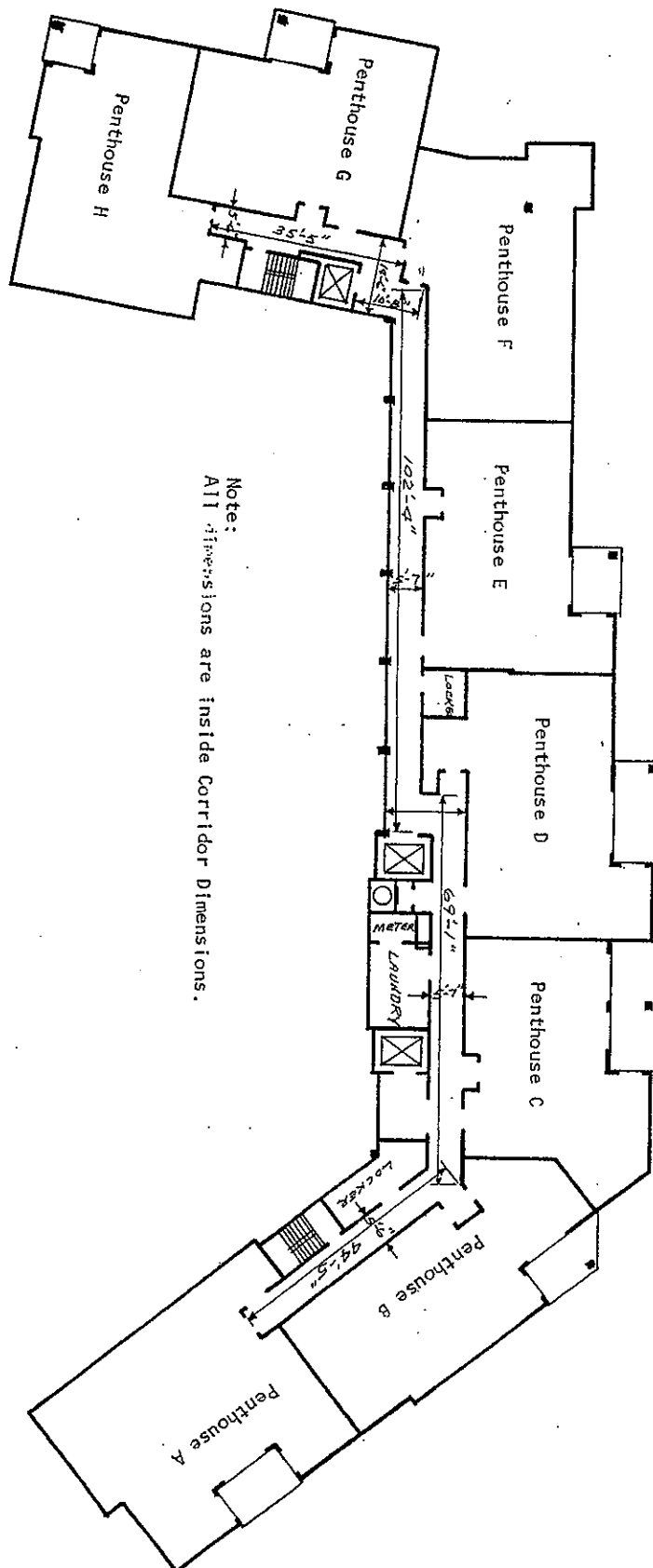
ELEVENTH FLOOR PLAN

1975 ME 898



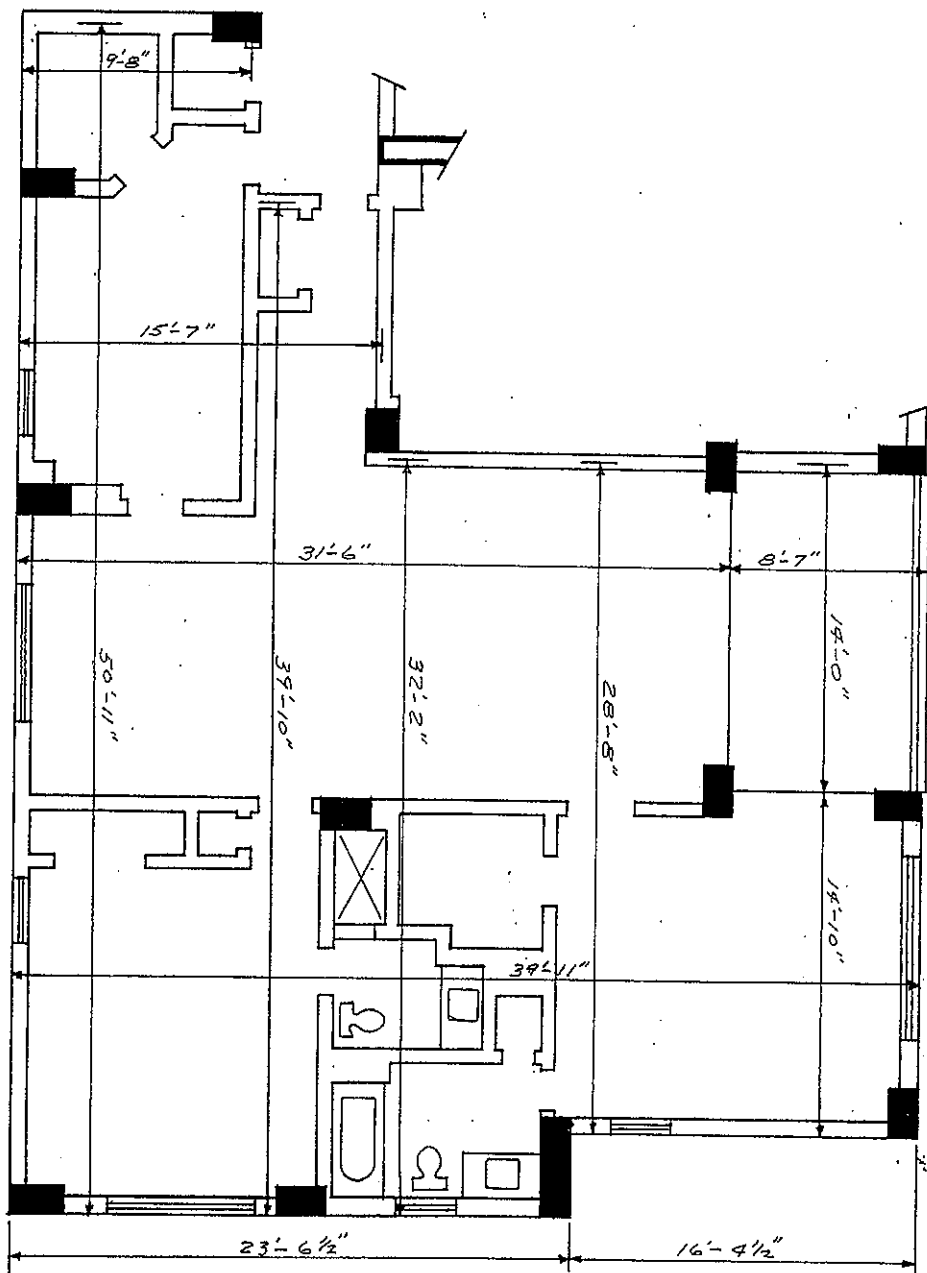
Note:
All dimensions are inside Corridor Dimensions.

TWELFTH FLOOR PLAN

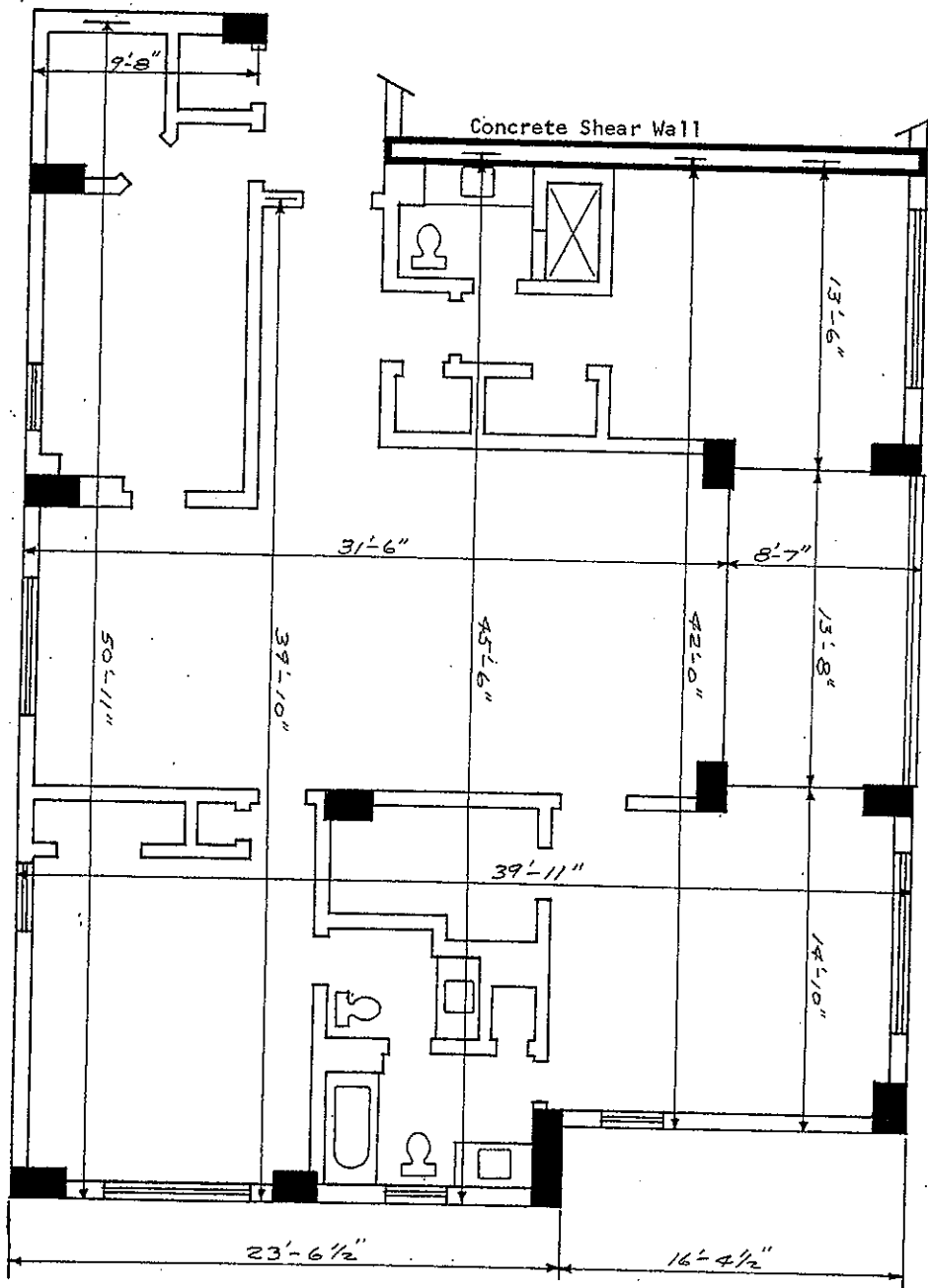


Note:
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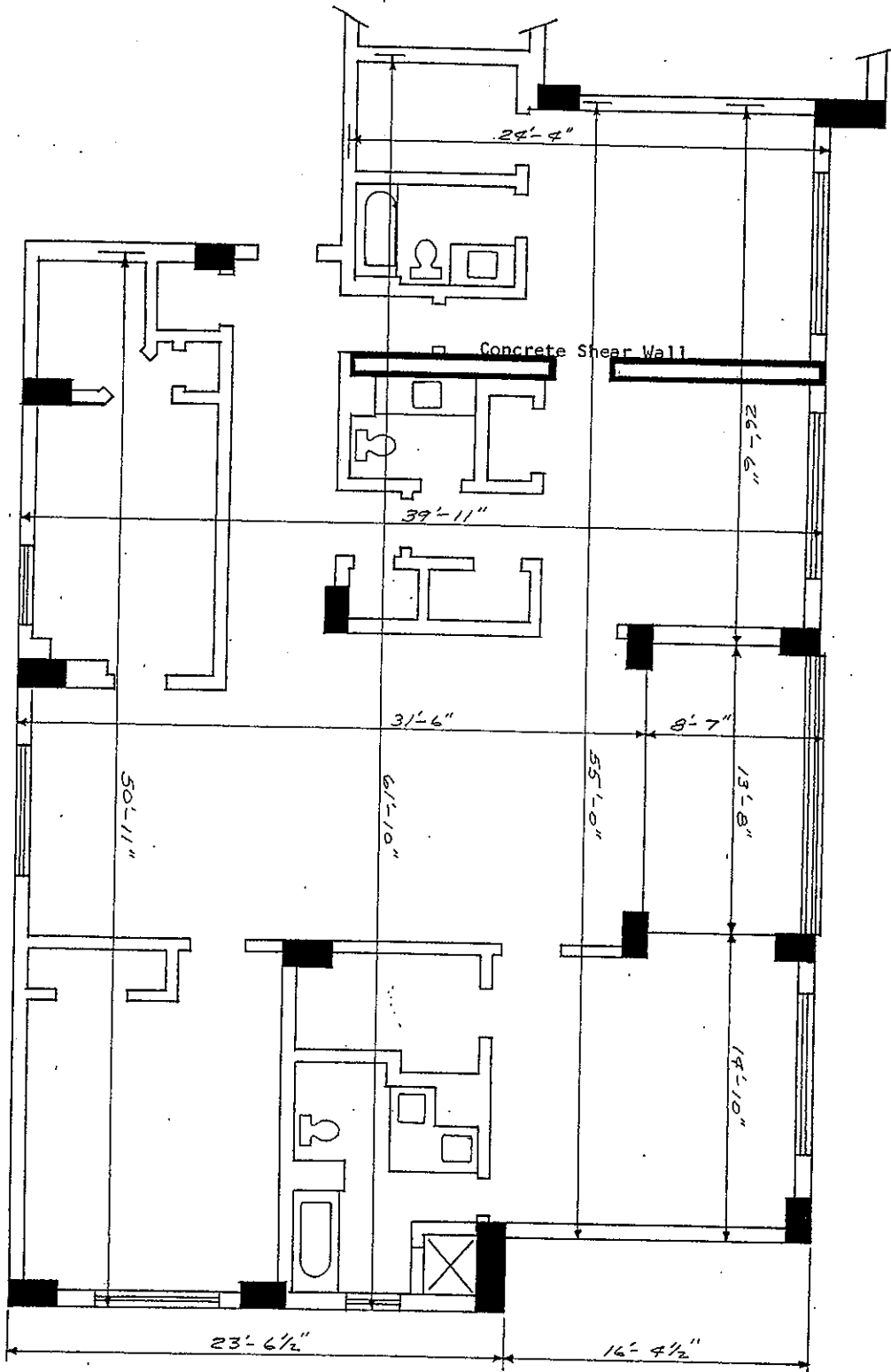
PENTHOUSE FLOOR PLAN

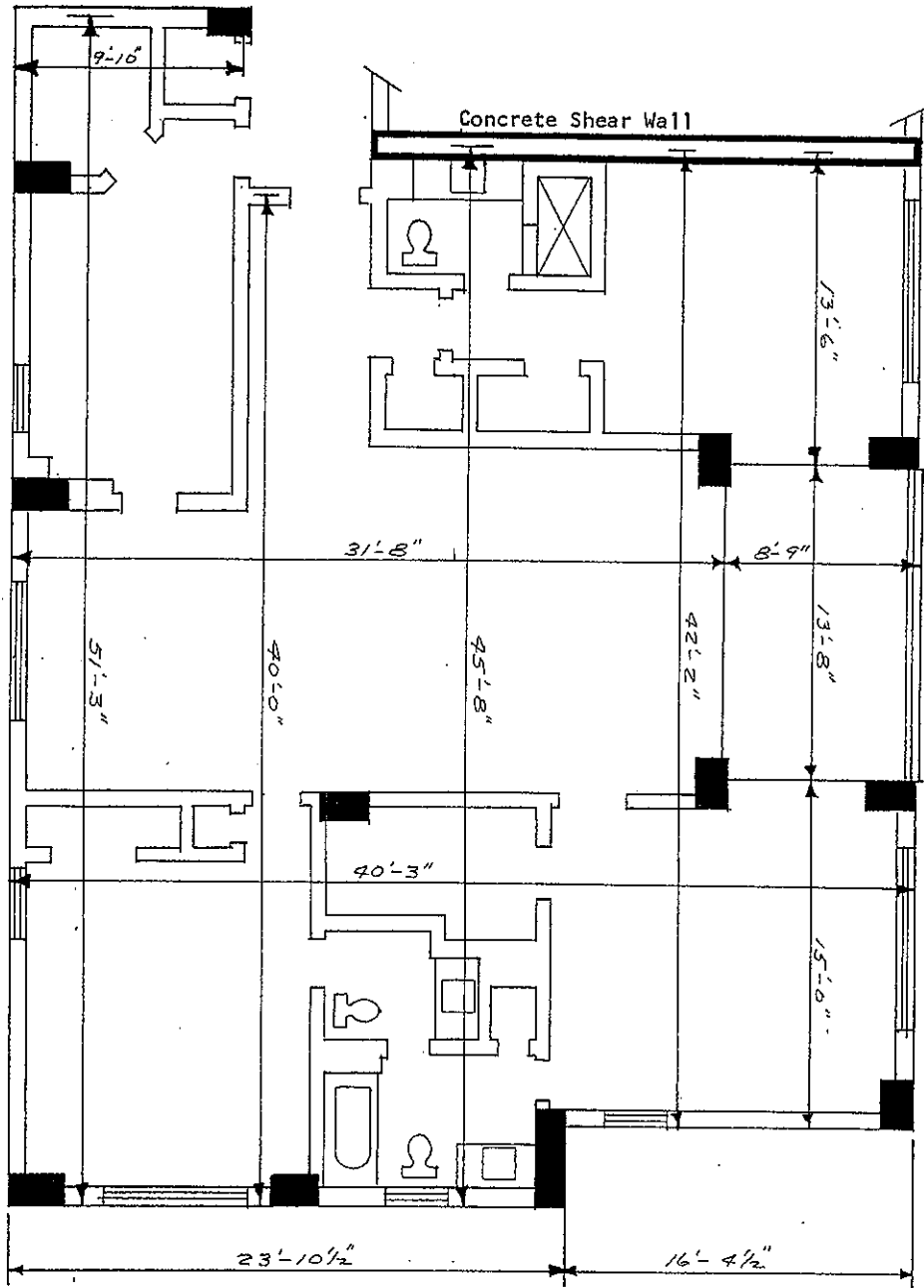


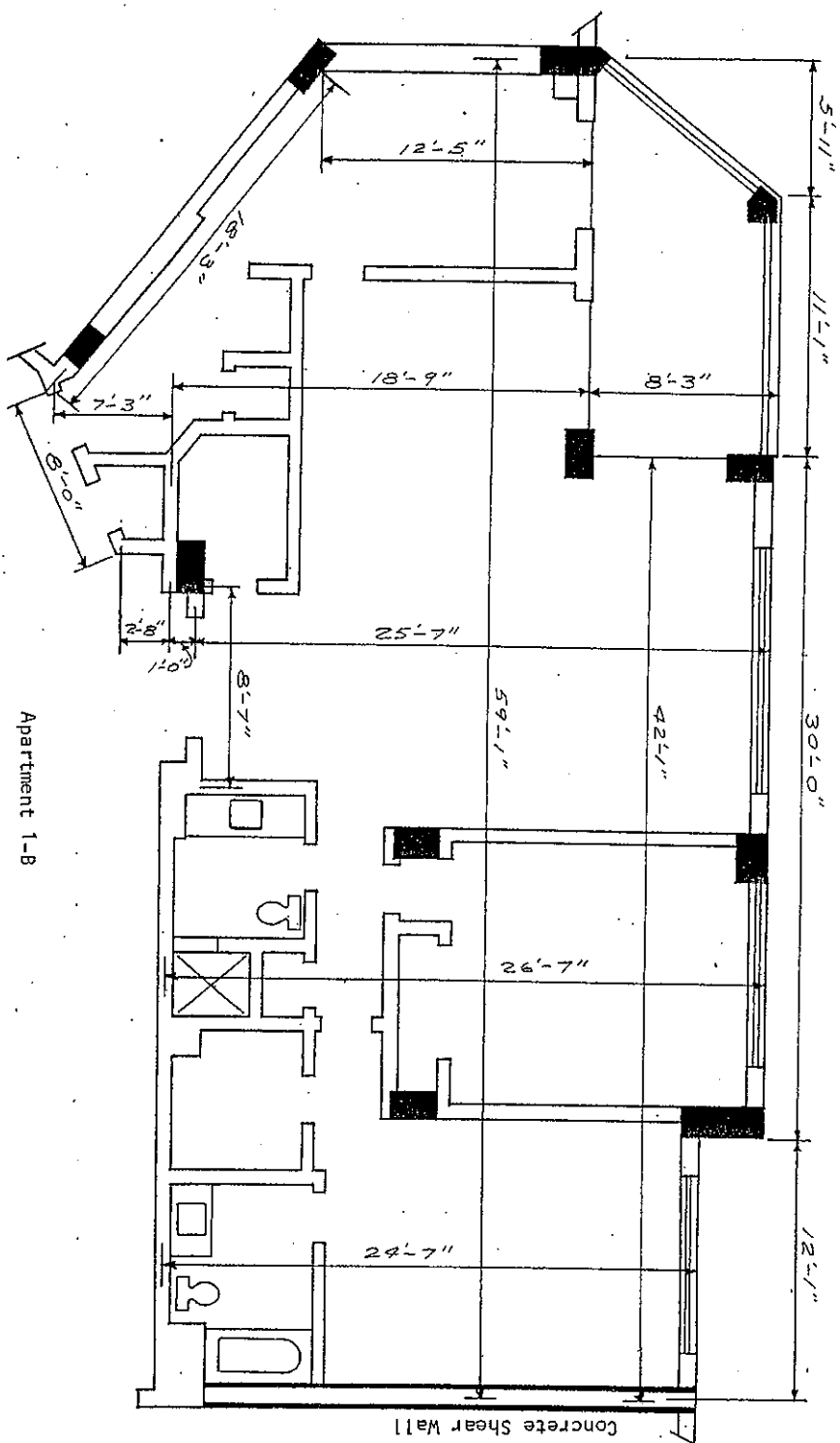
Typical Apartment A
3rd Through 11th Floors



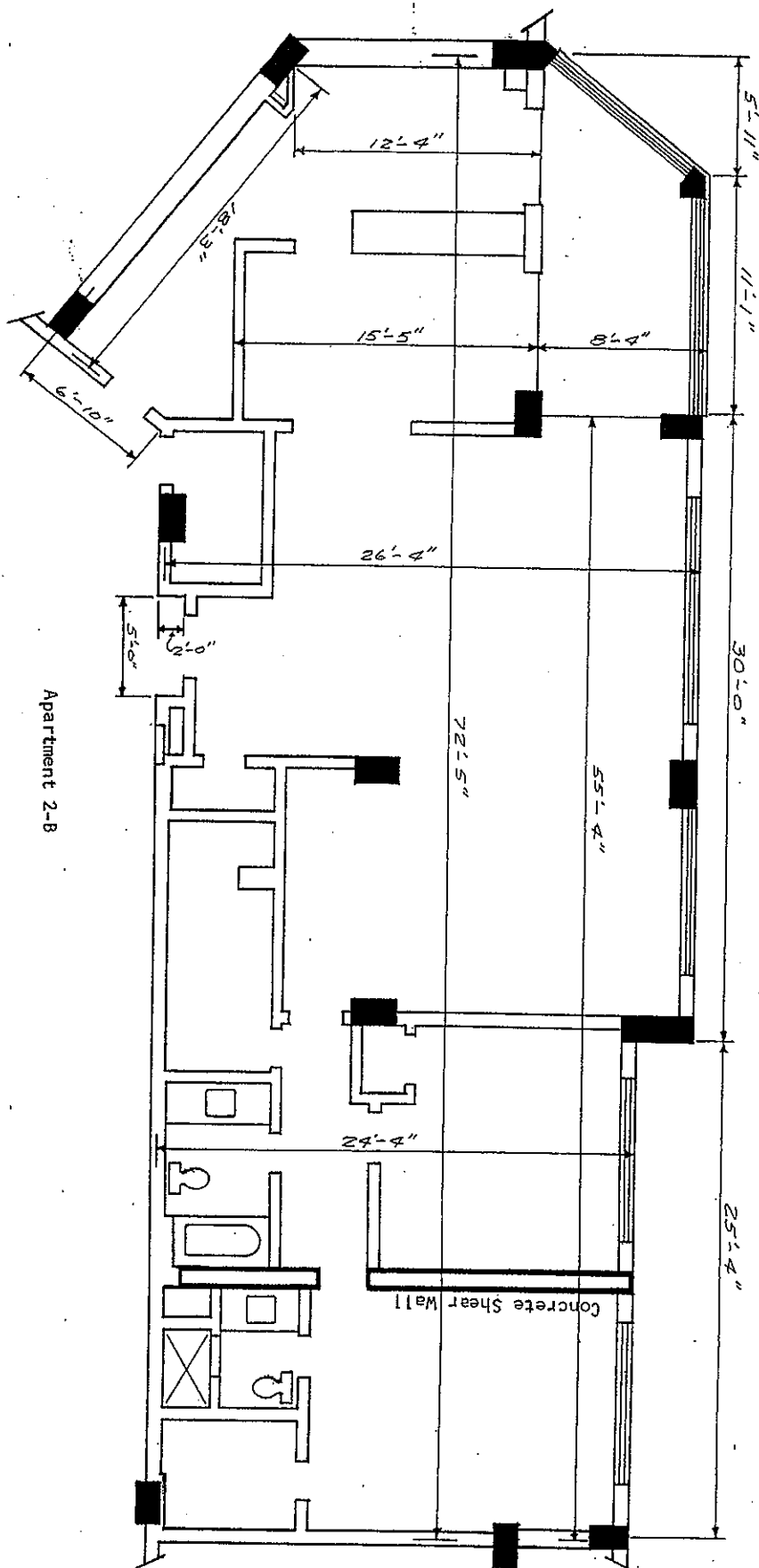
201975 PDF 902





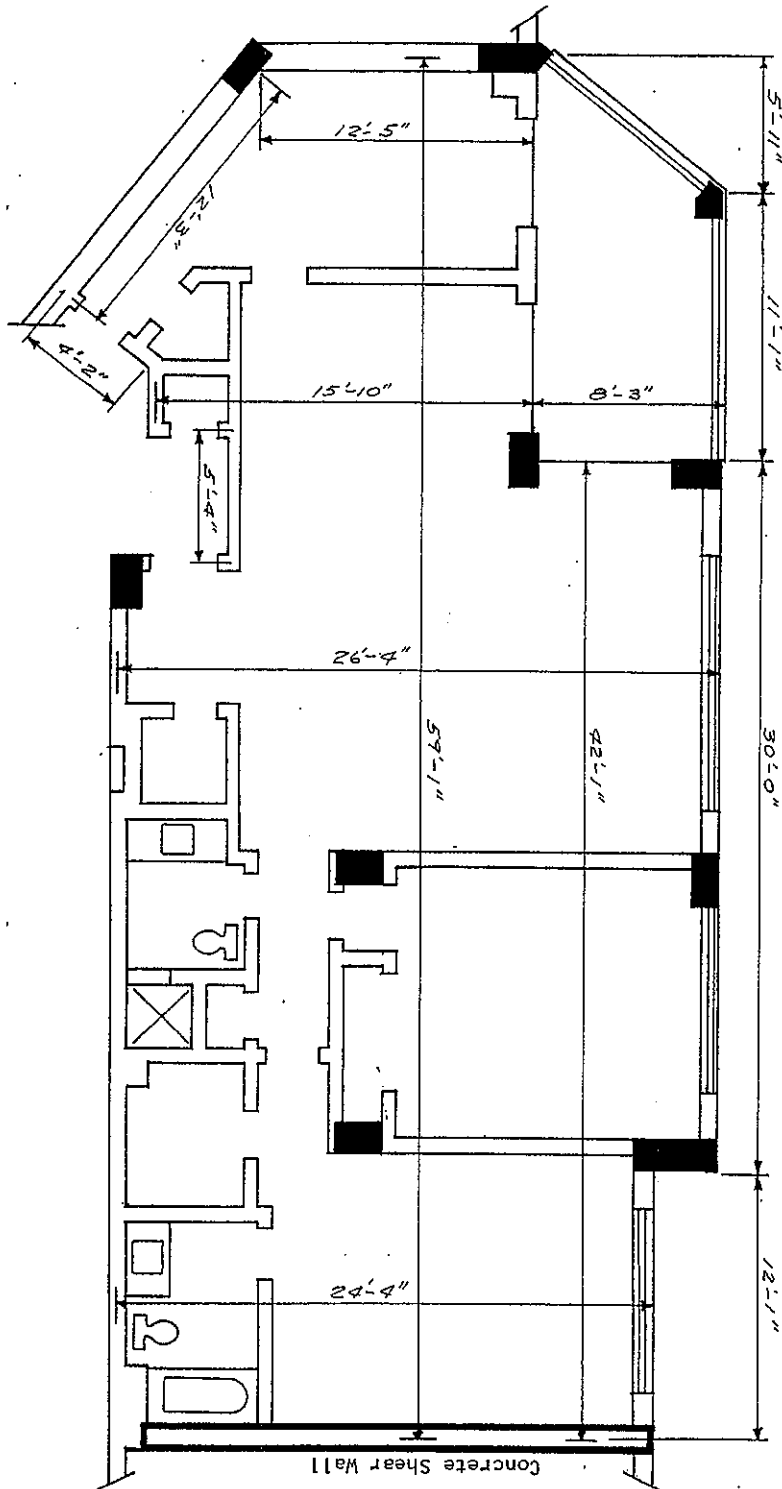


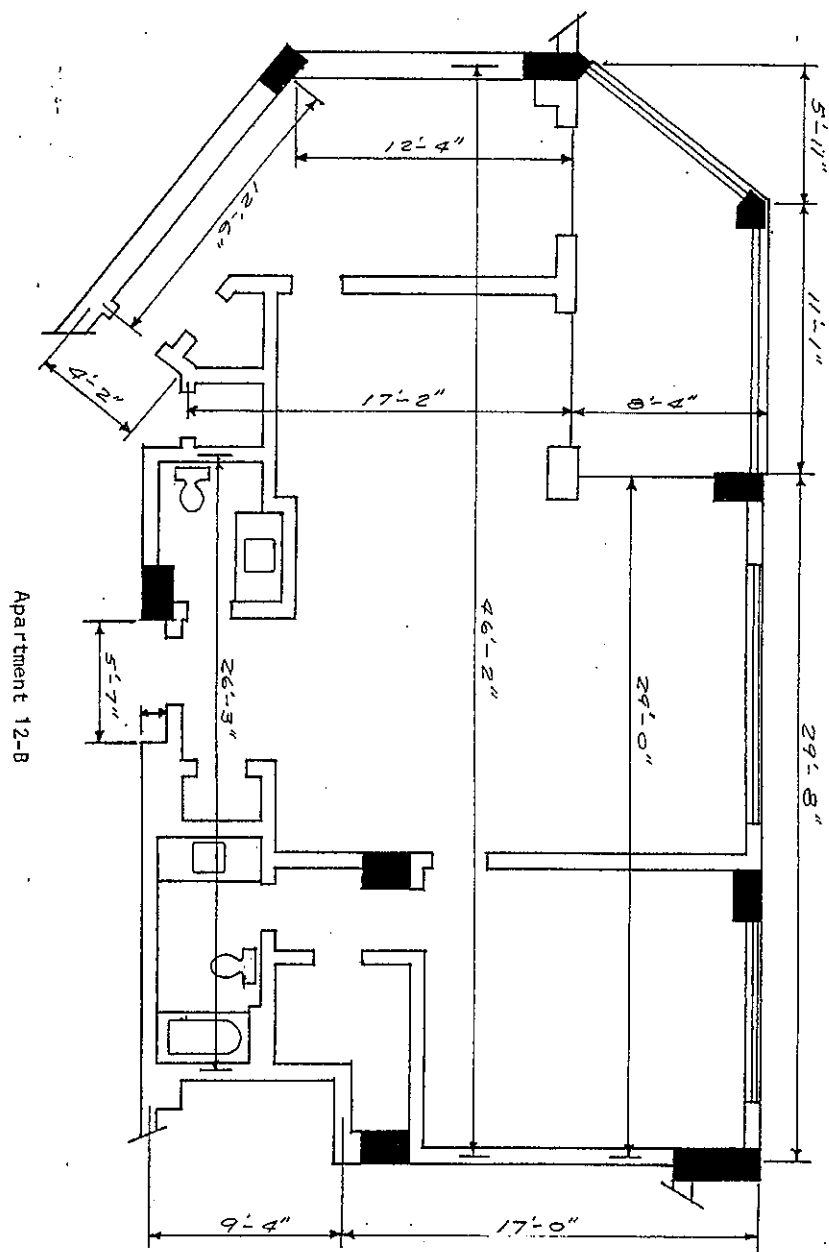
Apartment 1-B

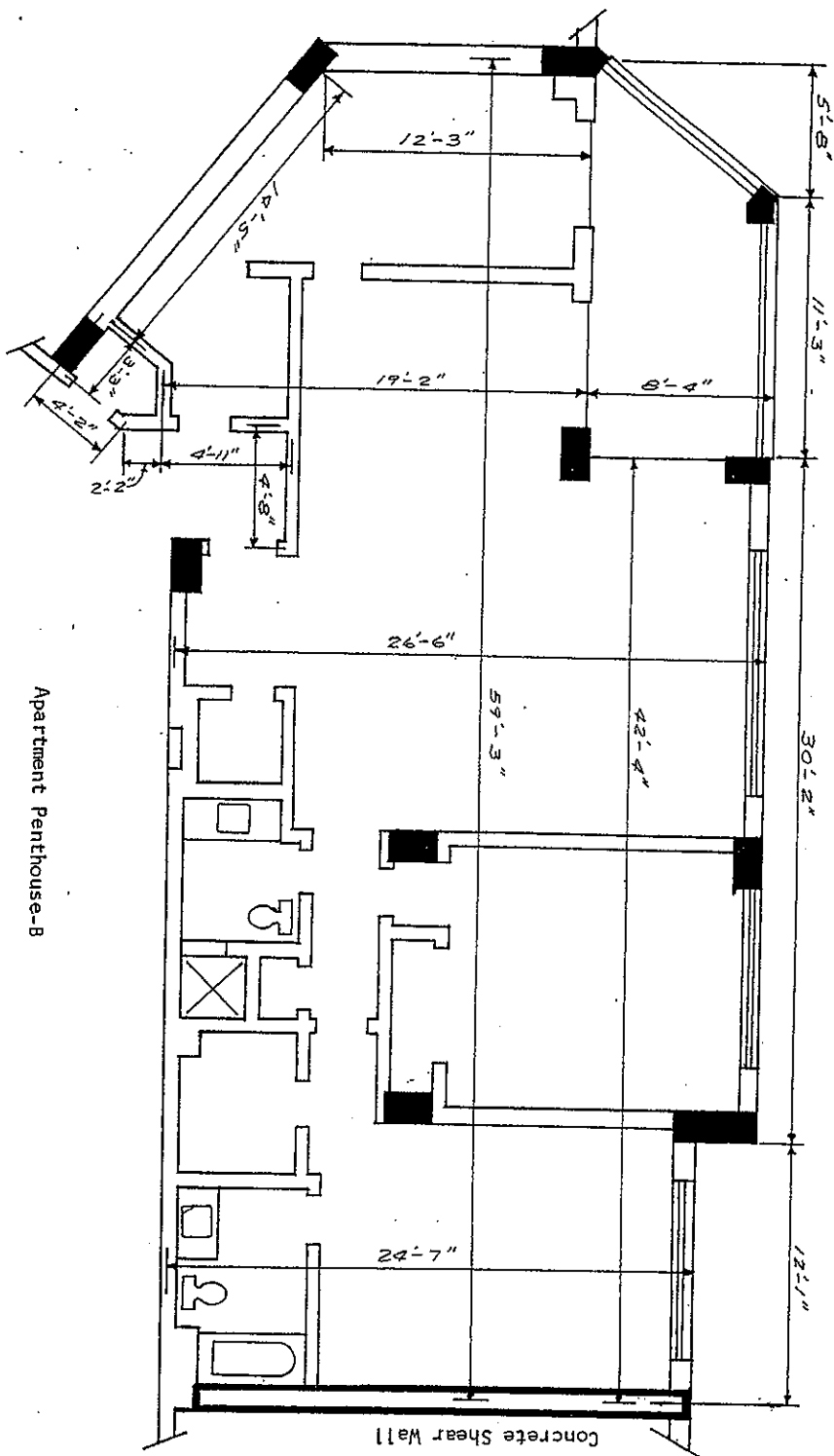


Apartment 2-B

Typical Apartment B
3rd Through 11th Floors

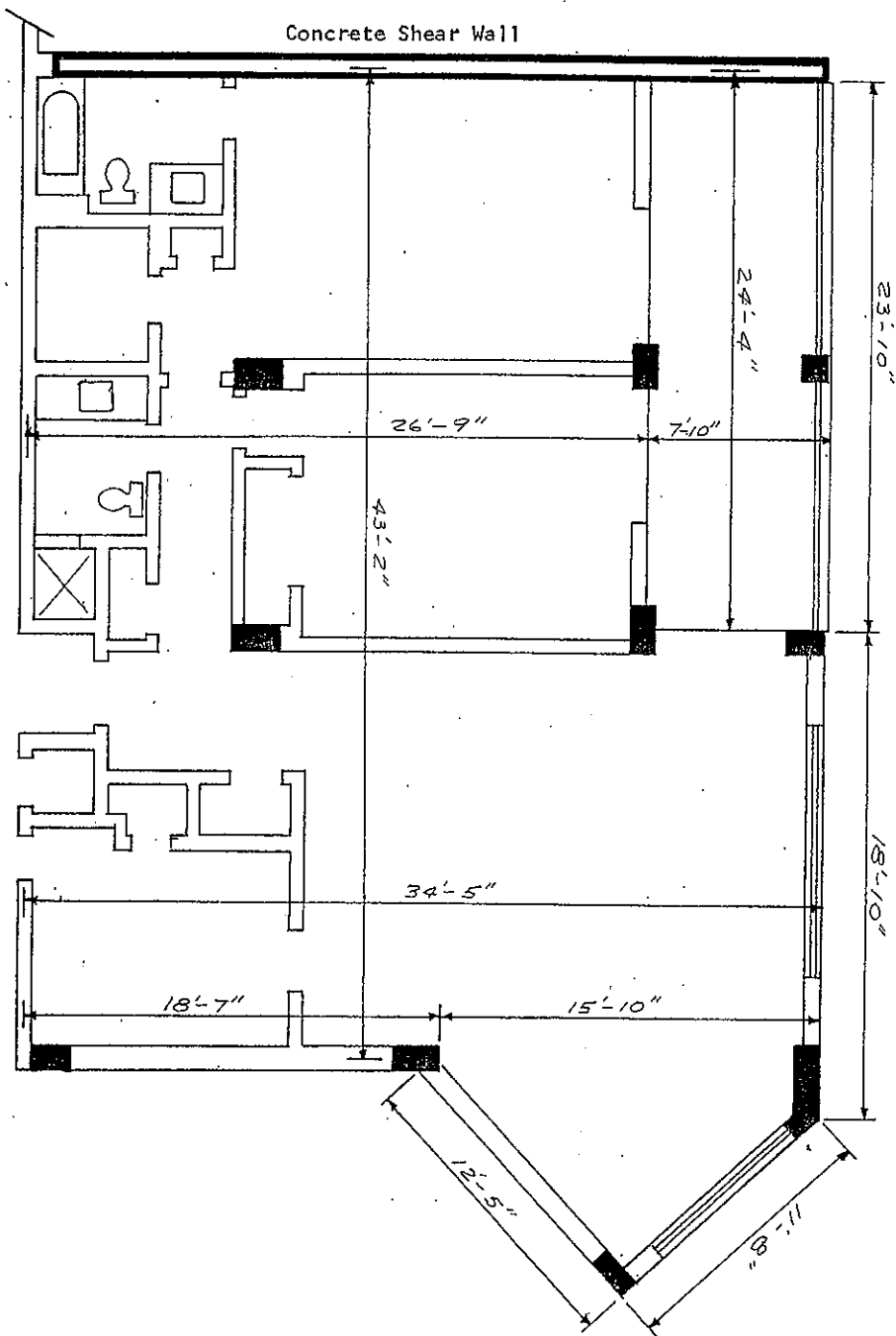


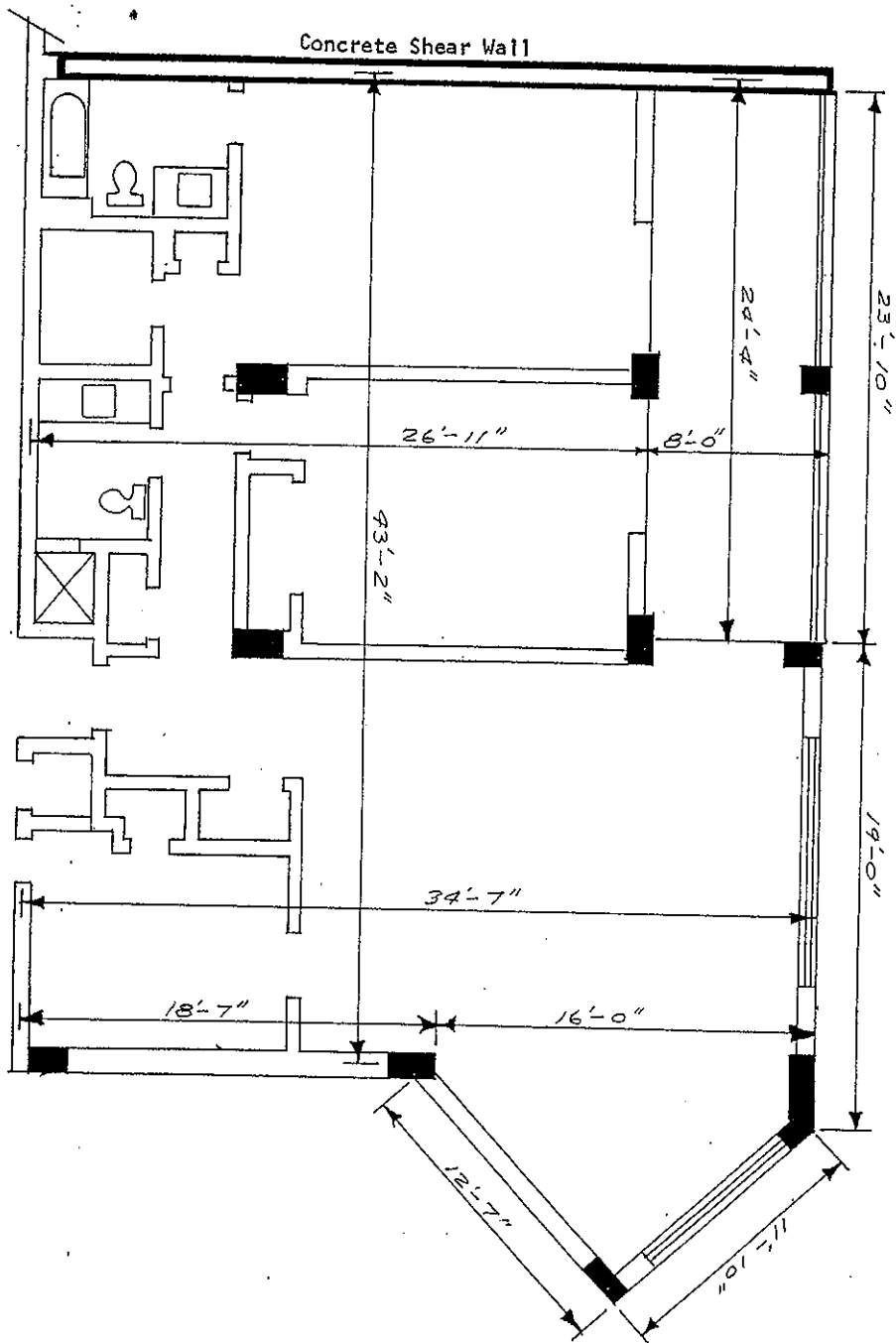


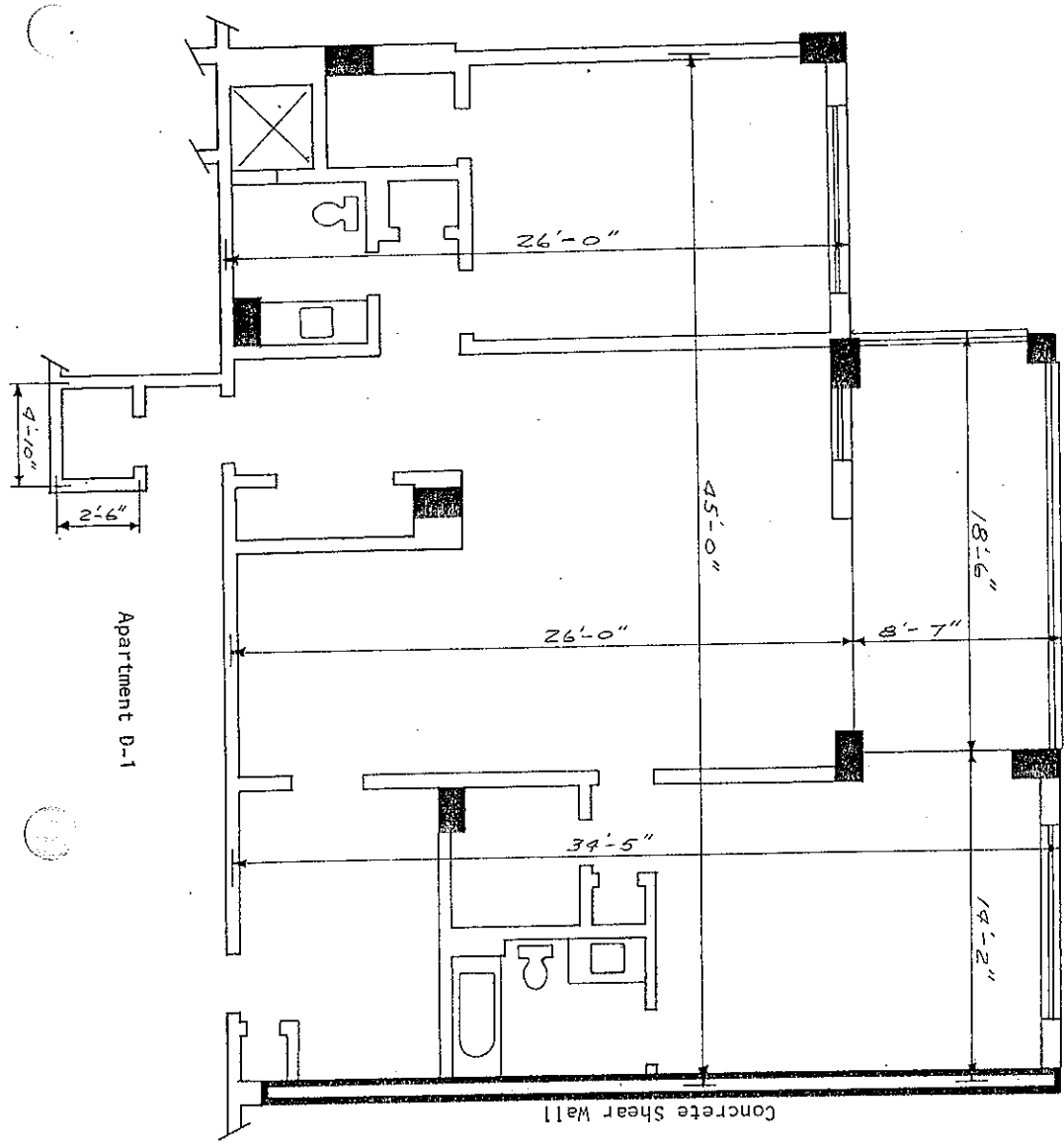


Apartment Penthouse-B

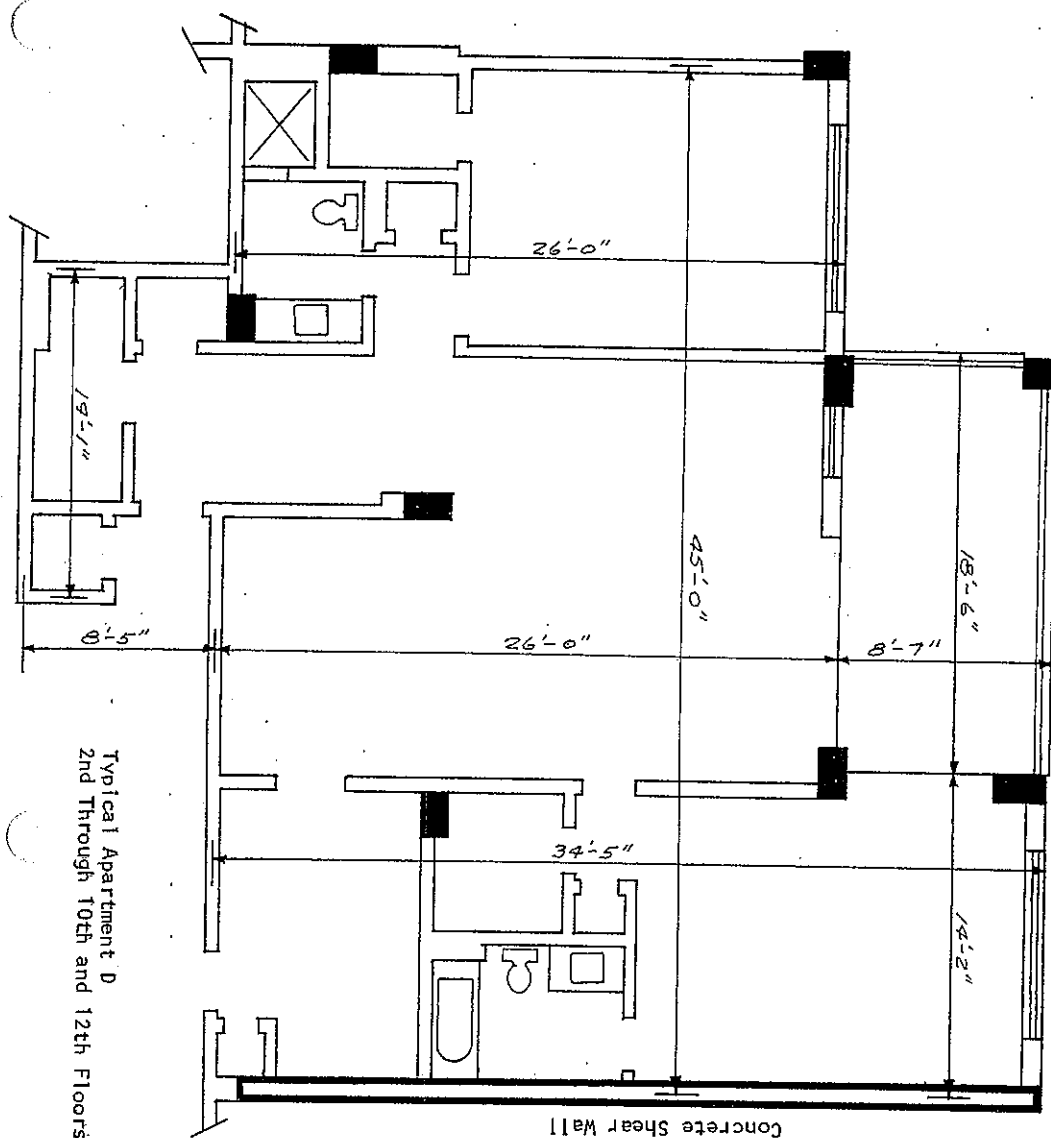
Typical Apartment C
1st Through 12th Floors



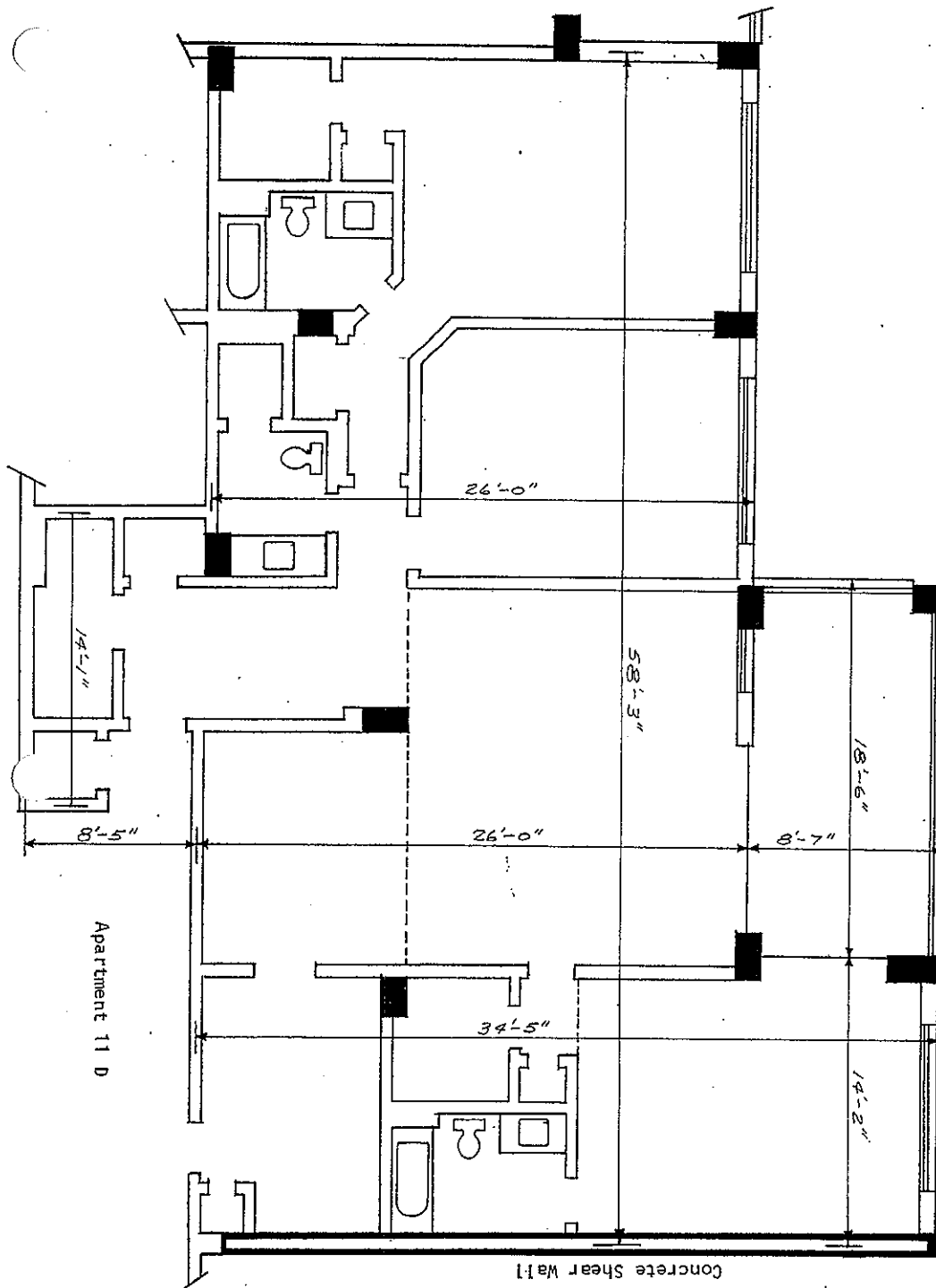




1975 912

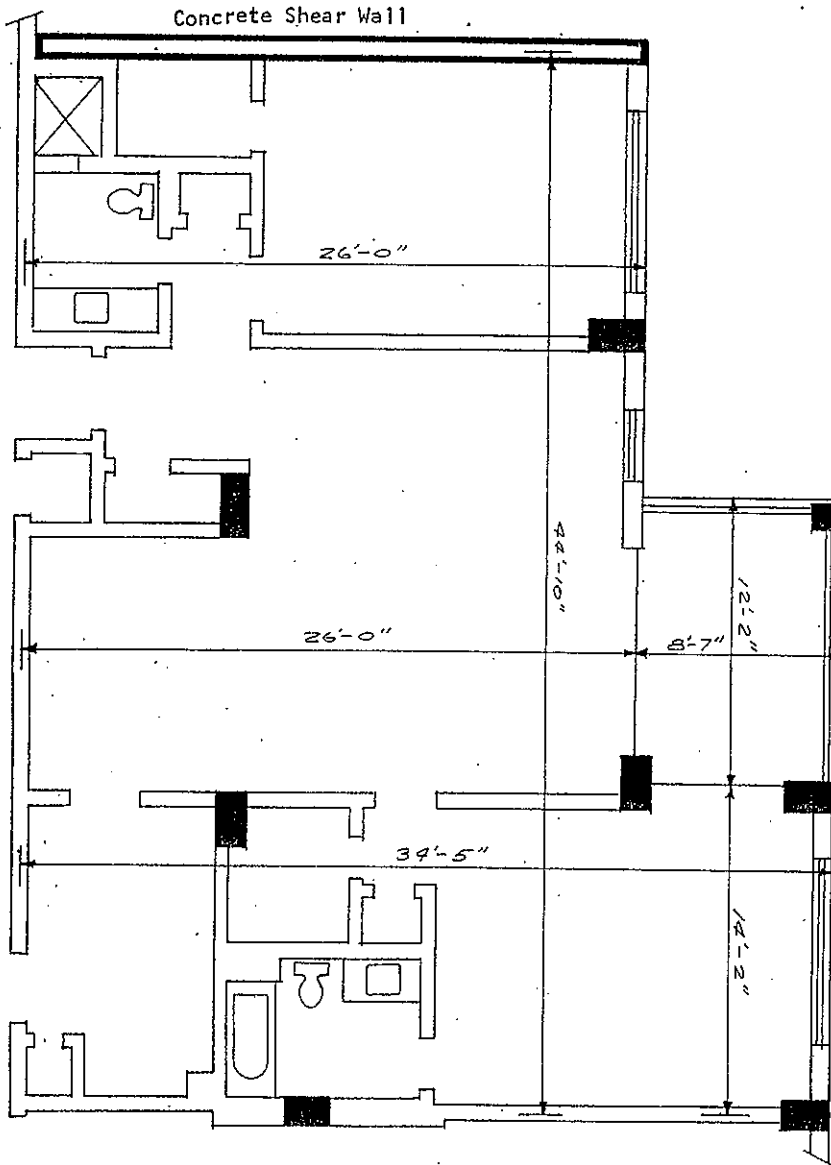


Typical Apartment D
2nd Through 10th and 12th Floors



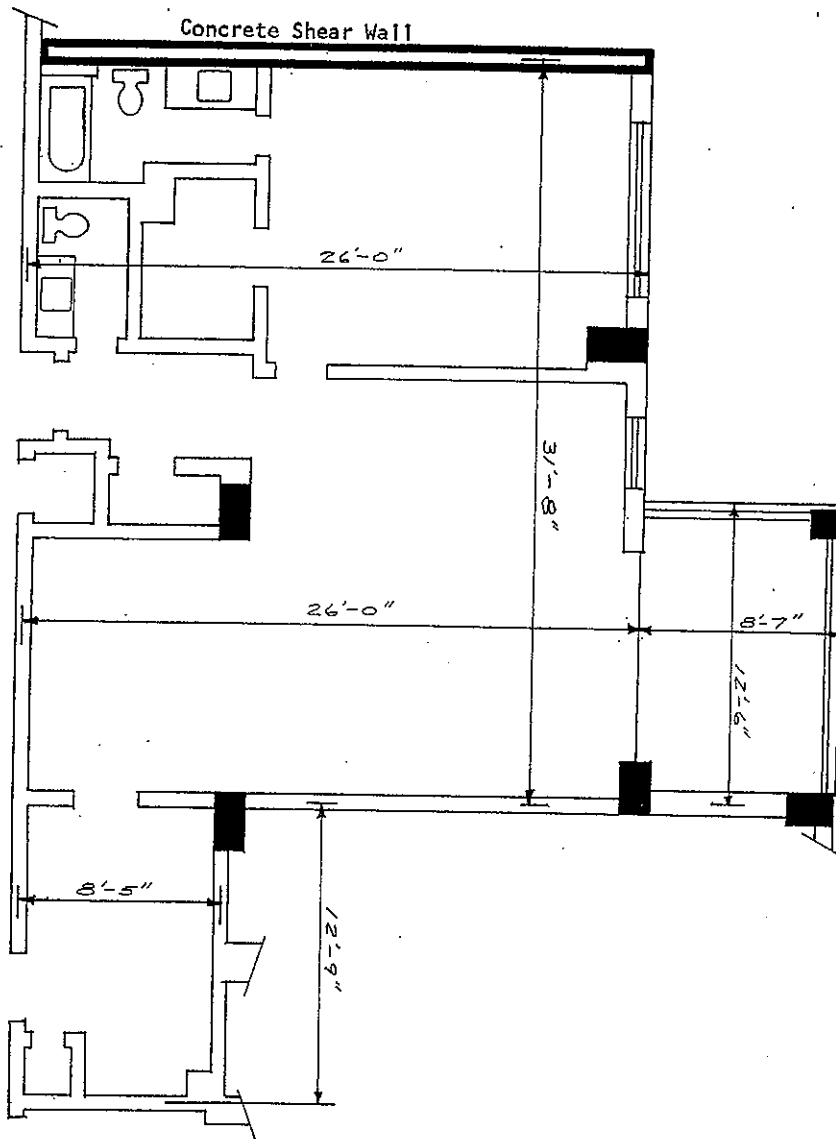
Apartment 11 D

Typical Apartment E
1st Through 10th and 12th
Floors



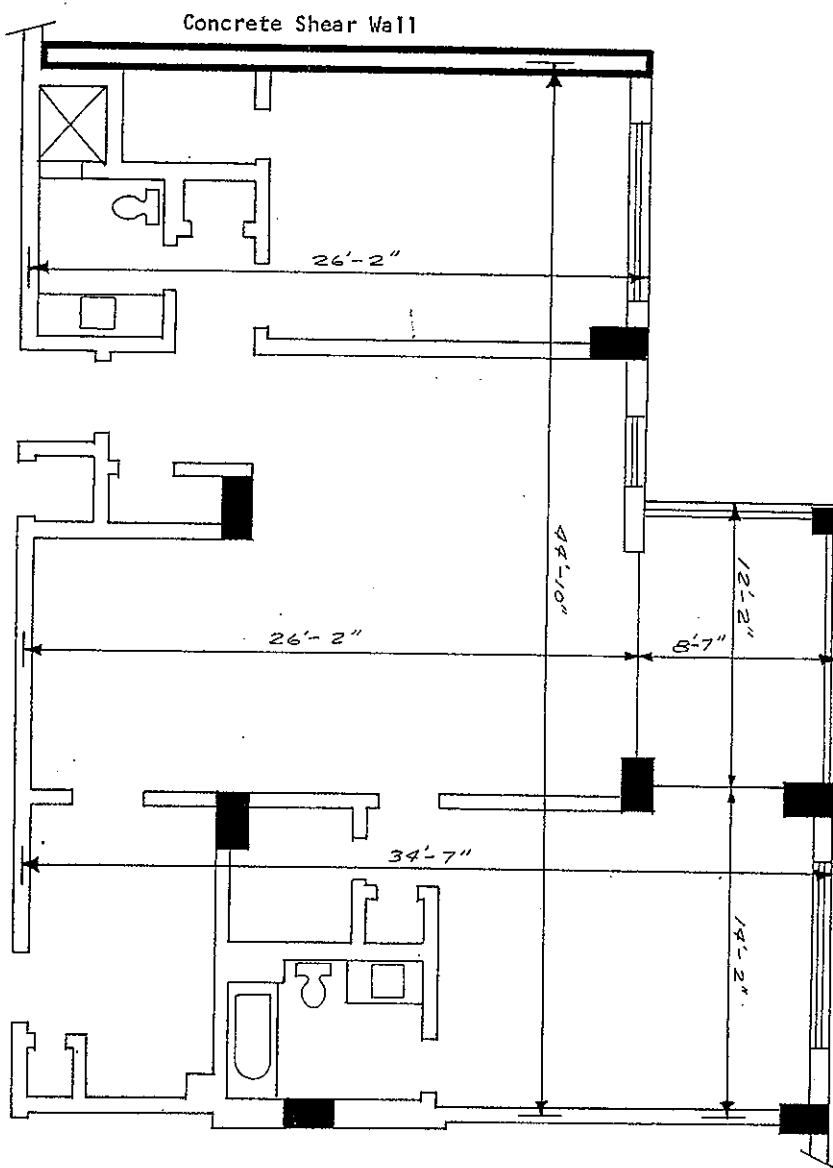
1975 PAGE 916

Apartment 11-E

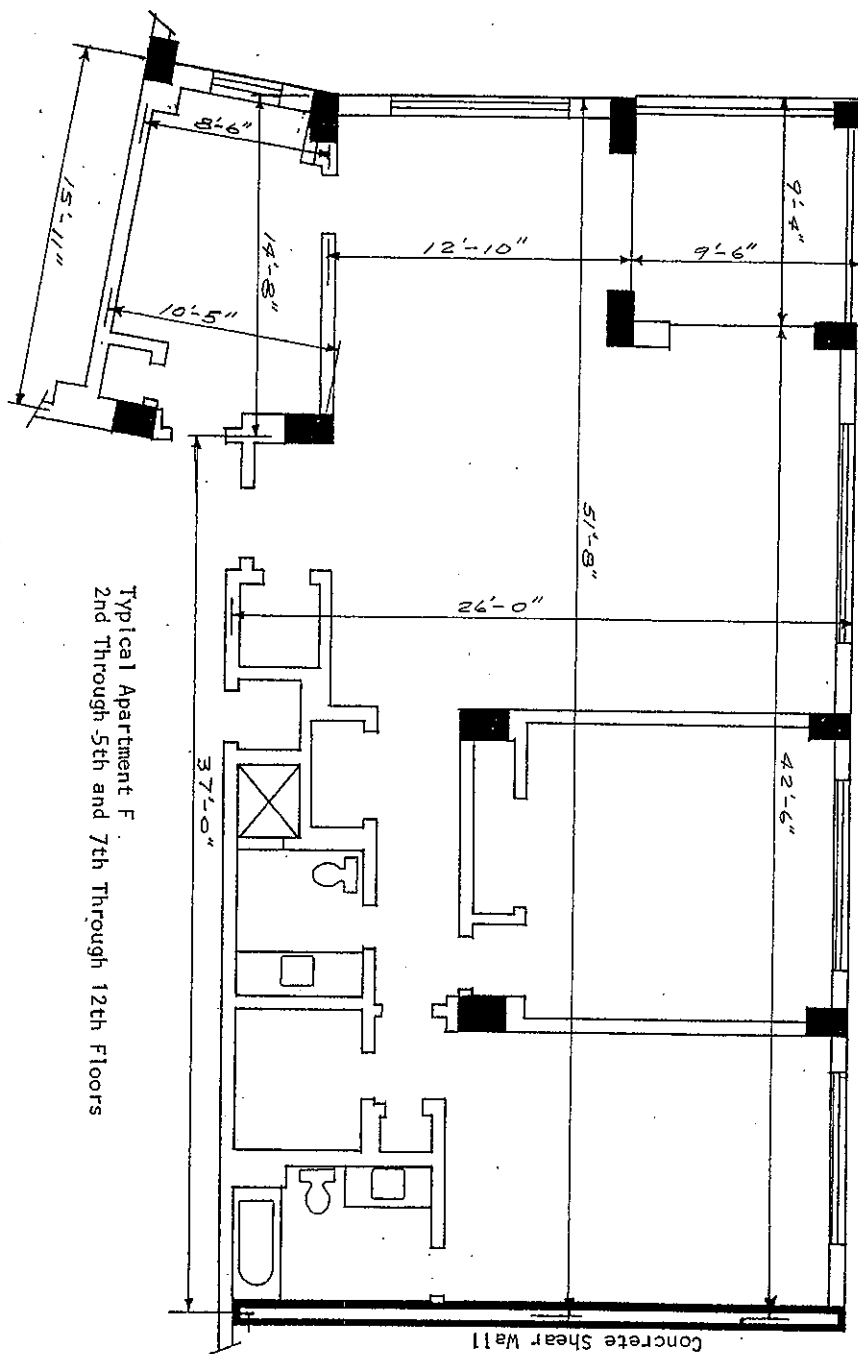


1975 FINE 917

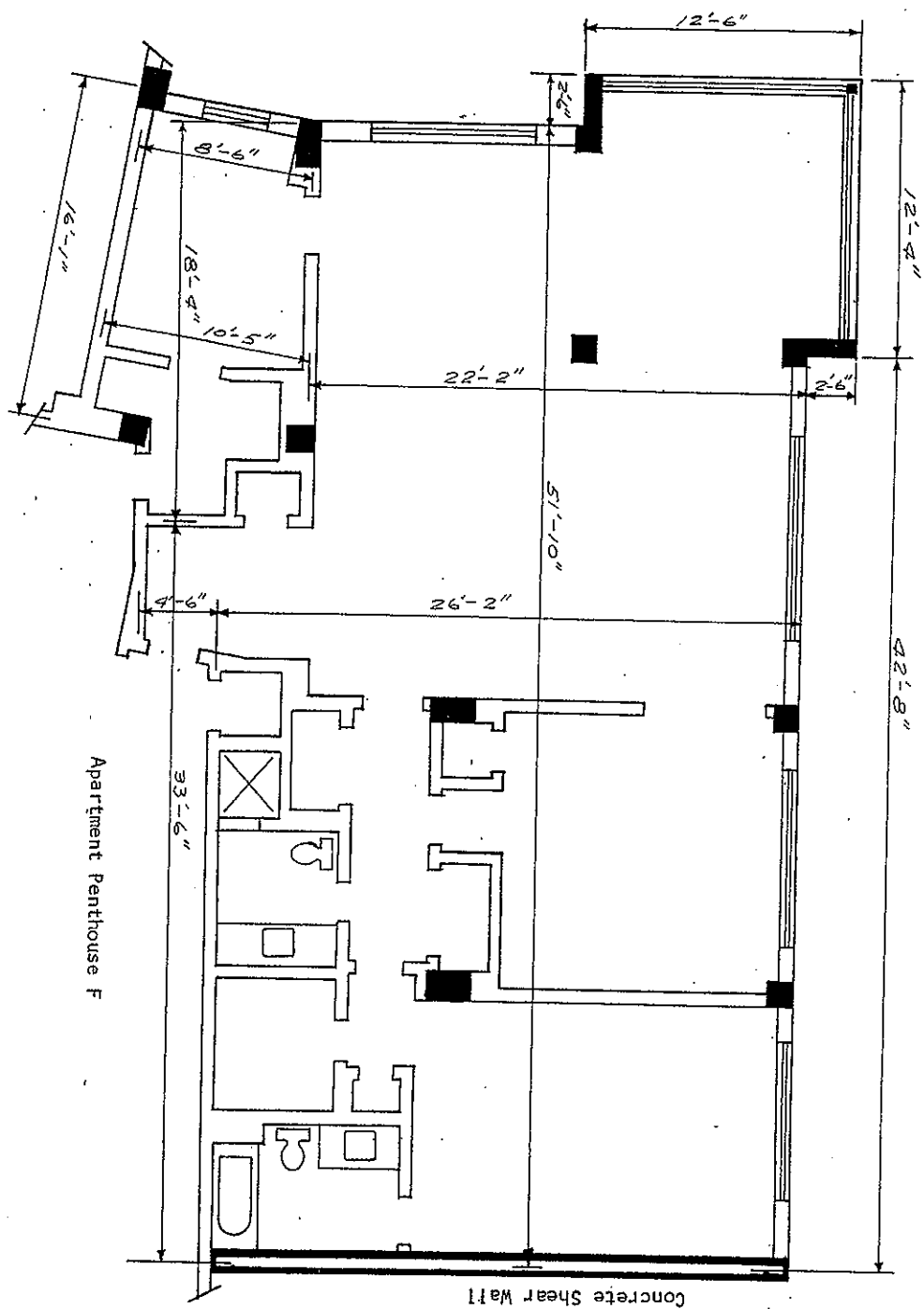
Apartment Penthouse E



1975 PAGE 918

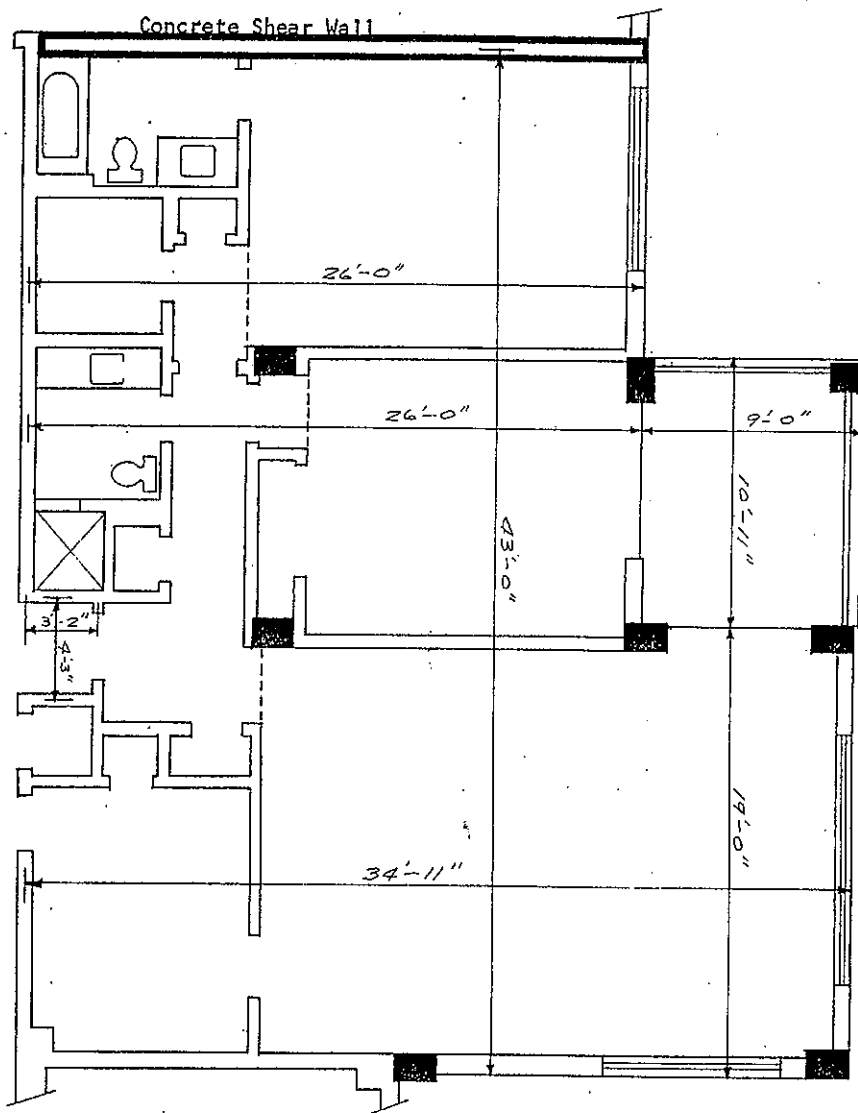


Typical Apartment F
2nd Through 5th and 7th Through 12th Floors



Apartment Penthouse F

Typical Apartment G
1st Through 12th Floors



1975 923

Concrete Shear Wall

26'-2"

26'-2"

35'-1"

43'-2"

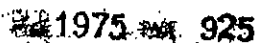
10'-11"

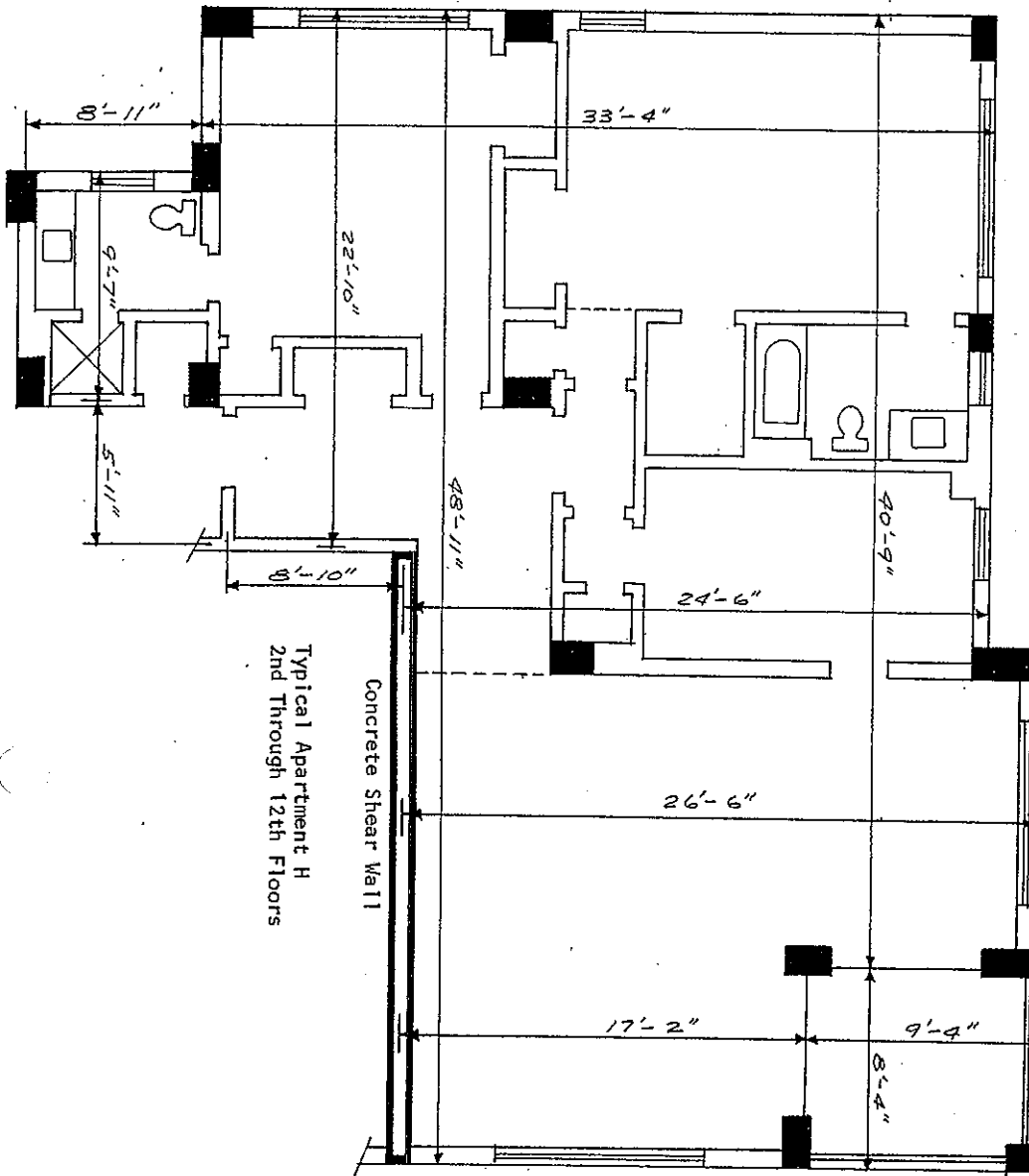
19'-2"

3'-2"

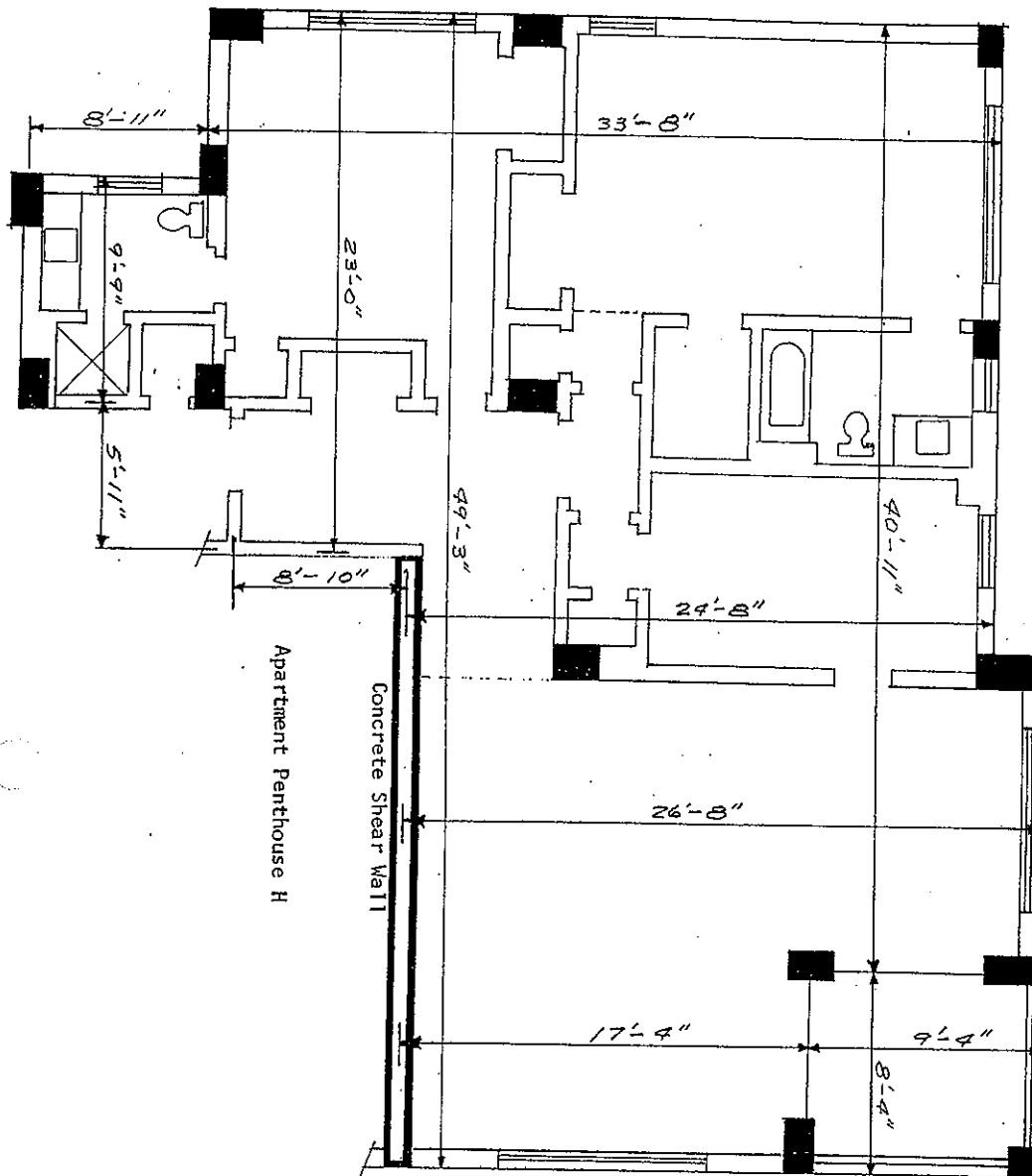
4'-5"

33





1975 926



CERTIFICATE

I, R. Franklin Outcalt, member of the firm of
The Outcalt-Guenther Partners, Architects and Planners,
13124 Shaker Square, Cleveland, Ohio 44120, certify
that the Declaration of Condominium of THE BARRTON APART-
MENTS, INC., A CONDOMINIUM, together with the drawings
and plans attached thereto as EXHIBIT "A", provide a
correct representation of the improvements described in
said Declaration of Condominium, and that there can be
determined therefrom the identification, location, di-
mensions, and sizes of the Common Elements and of each
Apartment of THE BARRTON APARTMENTS, a condominium,
located in Delray Beach, Florida, County of Palm Beach.

Dated 1/24/70.

THE OUTCALT-GUENTHER PARTNERS

By R. Franklin Outcalt



AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC.
A CONDOMINIUM

COMES NOW the undersigned President and Secretary
of THE BARRTON APARTMENTS, INC., and certify that on
April 17, 1978, a meeting of the Owners was duly
held after notice had been given pursuant to the Declaration
of Condominium recorded in Official Records Book 1975, page
876, of the Public Records of Palm Beach County, Florida.
Said meeting was attended in person and by proxy by a quorum
of the members and the following Amendments to the Declaration
of Condominium of THE BARRTON APARTMENTS, INC., were ap-
proved by more than seventy-five (75%) percent of the entire
membership in compliance with the requirements of said Decla-
ration. Further, this is to certify that said amendments
had previously been approved and duly adopted by a resolution
of the Board of Directors which Resolution was approved
by more than a majority vote. The Amendments being as
follows:

A. Article 1(b) is amended to add the legal description
of the real estate described as:

A portion of Block 12, Osceola Park, Delray Beach,
Florida, as follows: BEGIN at the Southwest corner of
Lot 11, Block 12, Plat of Osceola Park, Delray Beach,
Florida, as recorded in Plat Book 3 on page 2, Public
Records of Palm Beach County, Florida; thence run East
along the South line of said Lot 11, a distance of
204.00 feet to a point; thence along a line, making
an angle of 60° 39' 52" through the Northwest from
the previous course, a distance of 229.35 feet to a
point on the North line of Lot 4, said Block 12;
thence run West, along the said North line of Lot 4,
a distance of 90.0 feet to the Northwest corner of
said Lot 4; thence run South, along the West line of
said Block 12, a distance of 199.95 feet to the point
of BEGINNING, less the West 5.0 feet thereof.

1978 JUN -5 AM 11:37

RETURN TO:
BYRD, DEVITT,
P. O. BOX 19,
DELRAY BEACH, FLA. 33444

78 08642

B. The Site Plan which is Exhibit "A", Page 1, to the Declaration of Condominium is amended to have added thereto a survey of the land described above, which survey is attached hereto as Amendment Exhibit one, to enlarge the common elements of the condominium to include the subject property.

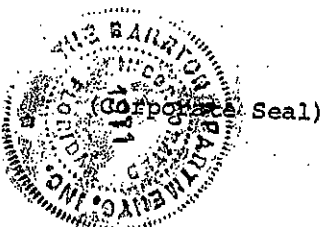
C. A certified copy of an amendment to the Articles of Incorporation of THE BARRTON APARTMENTS, INC. (Exhibit B to the Declaration of Condominium) is attached hereto as Amendment Exhibit Two.

IN WITNESS WHEREOF, the undersigned as President and Secretary of THE BARRTON APARTMENTS, INC., have caused this Amendment to Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 17 day of April, 1978.

THE BARRTON APARTMENTS, INC.

BY Colin R. Haas
PRESIDENT

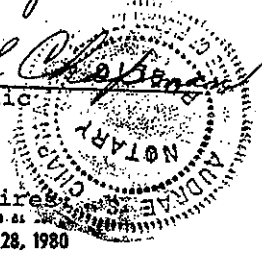
ATTEST: [Signature]
SECRETARY



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me personally appeared Colin R. Haas and V.A. Cox, to me known to be the President and Secretary of THE BARRTON APARTMENTS, INC., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 9th day of May, 1978.

[Signature]
Notary Public



My Commission expires
Notary Public, State of Florida as of
My Commission Expires April 28, 1980
Bonded By American Fire & Casualty Company

Ret'd to:
PREPARED BY:
MICHAEL M. LISTICK
42 SE 8th Ave
Delray Beach, Fla.
33444

PALM OFF
BEACH REC 2871 PAGE 42

AMENDMENT TO ARTICLES OF INCORPORATION
OF

THE BARRTON APARTMENTS, INC.

FILED
MAY 23 8 36 AM '78
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapt. 617 of the Florida Statutes, THE BARTON APARTMENTS, INC., a corporation organized and existing under the laws of the State of Florida hereby files this amendment to its Articles of Incorporation amending the legal description set forth in Article II to include certain additional land to be added to the common elements of the condominium.

The undersigned corporation, acting with the approval of a majority of its Board of Directors and the consent or approval of more than 75% of the entire membership, RESOLVED that Article II of the Articles of Incorporation is amended to add the following additional land:

A portion of Block 12, Osceola Park, Delray Beach, Florida, as follows: BEGIN at the Southwest corner of Lot 11, Block 12, Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3 on page 2, Public Records of Palm Beach County, Florida; thence run East along the South line of said Lot 11, a distance of 204.00 feet to a point; thence along a line, making an angle of 60°.39' 52" through the Northwest from the previous course, a distance of 229.35 feet to a point on the North line of Lot 4, said Block 12; thence run West, along the said North line of Lot 4, a distance of 90.00 feet to the Northwest corner of said Lot 4; thence run South along the West line of said Block 12; a distance of 199.95 feet to the point of BEGINNING, less the West 5.0 feet thereof.

This Amendment was unanimously adopted at a meeting of The Board of Directors duly held on March 7, 1978. Further adopted by a vote of _____ of the members, at a duly called meeting of members on April 17, 1978. DATED at Delray Beach, Florida, this 9th day of May, 1978.

THE BARRTON APARTMENTS, INC.

BY: Calvin K. Haas
President

ATTESTED: [Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared Colin K. Haas
and V. G. Cox, to me known to be the President
and Secretary of THE BARRTON APARTMENTS, INC., and who acknow-
ledged executing the foregoing Amendment to the Articles of
Incorporation, and acknowledged before me that they subscribed
to those Articles of Incorporation.

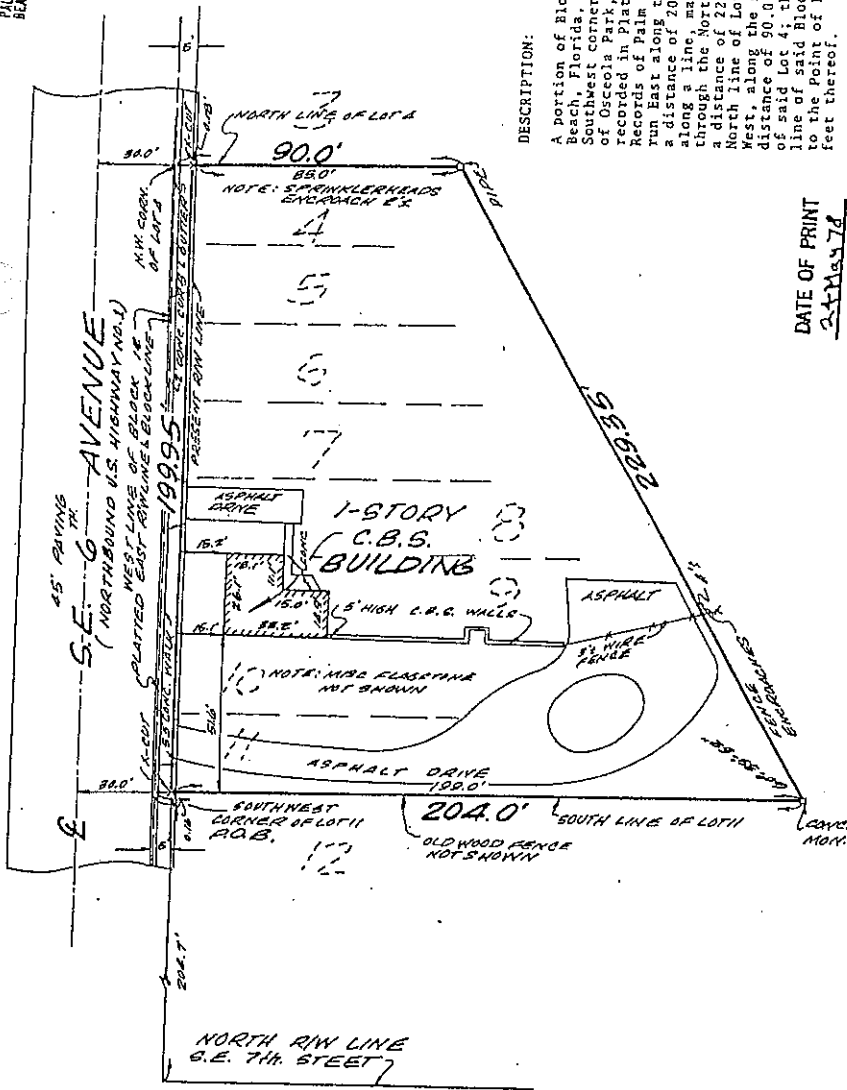
WITNESS my hand and official seal this 9th day of May,
1978.

Audra S. Chapman
Notary Public, State of Florida

My Commission expires:
Notary Public, State of Florida on 4/28/80
My Commission Expires April 28, 1980
Bonded by American Fire & Casualty Company

RECORDED REC-2117 PAGE 47

Record Verified
Palm Beach County, Fla.
John H. Smith
Clerk Circuit Court



DESCRIPTION:

A portion of Block 12, Osceola Park, Delray Beach, Florida, as follows: Begin at the South, West corner of Lot 11, Block 12, Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3 on page 2, Public Records of Palm Beach County, Florida; thence run East along the South line of said Lot 11, a distance of 204.00 feet to a point; thence along a line, making an angle of 60° 39' 52" through the Northwest from the previous course, a distance of 229.35 feet to a point on the North line of Lot 4, said Block 12; thence run West, along the said North line of Lot 4, a distance of 90.0 feet to the Northwest corner of said Lot 4, thence run South, along the West line of said Block 12, a distance of 199.95 feet to the Point of Beginning, less the West 5.0 feet thereof.

DATE OF PRINT
2/14/57

PREPARED FOR:

THE BARRINGTON APARTMENTS
INC.

DATE 19 MAY '78 SCALE 1" = 30' PART BOOK No. 3 PAGE No. 2

O'BRIEN, SUITER & O'BRIEN, INC.

LAND SURVEYORS - ENGINEERS - LAND PLANNERS

DELRAY BEACH FLORIDA BOTION BEACH

I HEREBY CERTIFY that the plat shown herein is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no stable encroachments.

AMENDMENT EXHIBIT ON B

THIS PLAT WAS NOT RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY

Recorded Land Surveyor
Florida Certificate No. 311

SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC.
A CONDOMINIUM

79 164493

79 SEP 18 PM 3:47
COMES NOW the undersigned President and Secretary of THE BARRTON APARTMENTS, INC., and certify that on March 26, 1979, a Special Meeting of the owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Records Book 1975, page 876 of the Public Records of Palm Beach County, Florida. Said meeting was attended in person and by proxy by a quorum of the membership and the following Amendment to the Declaration of Condominium of THE BARRTON APARTMENTS, INC. was approved and adopted by more than seventy-five percent (75%) of the entire membership, in compliance with the requirements of said Declaration. Furthermore, this is to certify that said Amendment to be voted upon had previously been approved and adopted by a resolution of the Board of Directors by a unanimous vote. The Amendment being as follows:

- (A) that Article 11 (b) subsection (i) of the Declaration of Condominium be and is hereby amended to read as follows:
- (b) insurance shall cover the following:
 - (i) all buildings and improvements upon the land and all personal property included in the common elements in an amount equal to eighty per cent (80%) of the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily

covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief:

IN WITNESS WHEREOF, the undersigned as President and Secretary of THE BARRTON APARTMENTS, INC., have caused this Second Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed this 5th day of April, 1979.

THE BARRTON APARTMENTS, INC.

BY Richard L. Perkins
PRESIDENT

ATTEST Helen H. Royster
SECRETARY

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared Richard L. Perkins and Helen H. Royster, to me known to be the President and Secretary of THE BARRTON APARTMENTS, INC., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 5th day of April, 1979.

Richard S. Chapman
Notary Public
Notary Public, State of Florida at Large
My Commission Expires April 28, 1980
Sponsored by American Fire & Casualty Company

Prepared by:

Frederick C. Jonas
555 S. E. Sixth Avenue
Delray Beach, Florida 33444

THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC.
A CONDOMINIUM

COMES NOW the undersigned President and Secretary of THE BARRTON APARTMENTS, INC., and certify that on March 26, 1979, a Special Meeting of the owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Records Book 1975, page 876 of the Public Records of Palm Beach County, Florida. Said meeting was attended in person and by proxy by a quorum of the membership and the following Amendment to the Declaration of Condominium of THE BARRTON APARTMENTS, INC. was approved and adopted by more than seventy-five percent (75%) of the entire membership, in compliance with the requirements of said Declaration. Furthermore, this is to certify that said Amendment to be voted upon had previously been approved and adopted by a resolution of the Board of Directors by a unanimous vote. The Amendment being as follows:

- (a) that the one story building located on the land constituting part of the condominium property and legally described as follows:

A portion of Block 12, Osceola Park, Delray Beach, Florida, as follows: BEGIN at the Southwest corner of Lot 11, Block 12, Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3 on page 2, Public Records of Palm Beach County, Florida; thence run East along the South line of said Lot 11, a distance of 204.00 feet to a point; thence along a line, making an angle of 60° 39' 52" through the Northwest from the previous course, a distance of 229.35 feet to a point on the North line of Lot 4, said Block 12; thence run West, along the said North line of Lot 4, a distance of 90.0 feet to the Northwest corner of said Lot 4; thence run South, along the West line of said Block 12, a distance of 199.95 feet to the point of BEGINNING, less

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the West 5.0 feet thereof.

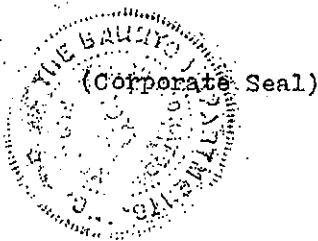
be razed and the area now occupied by the building be landscaped in harmony with the surrounding grounds.

IN WITNESS WHEREOF, the undersigned as President and Secretary of THE BARRTON APARTMENTS, INC., have caused this Third Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed this 5th day of April, 1979.

THE BARRTON APARTMENTS, INC.

BY Richard L. Perkins
PRESIDENT

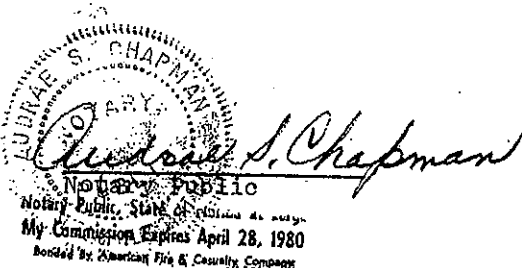
ATTEST Helen H. Royster
SECRETARY



STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me personally appeared Richard L. Perkins and Helen H. Royster, to me known to be the President and Secretary of THE BARRTON APARTMENTS, INC., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 5th day of April, 1979.



Prepared by:

Frederick C. Jonas
555 S. E. Sixth Avenue
Delray Beach, Florida 33444

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

Prepared by +
RETURN TO:
MICHAEL E. BOTOS, ESQ.
P.O. BOX 232
DELRAY BEACH, FLORIDA 33444

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC.
A CONDOMINIUM

COMES NOW, the undersigned President and Secretary of THE BARRTON APARTMENTS, INC., a condominium, and certify that on the 9th day of Feb., 1981, the annual members meeting^{of} the THE BARRTON APARTMENTS, INC., a condominium, was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, page 876; as amended by the Amendment By-Laws recorded in Official Record Book 2176, page 455; the Amendment to Declaration of Condominium recorded in Official Record 2871, page 481; the Second Amendment to Declaration of Condominium recorded in Official Record Book 3137, page 1893; and the Third Amendment to Declaration of Condominium recorded in Official Record Book 3137, page 1895, all of the public records of Palm Beach County, Florida. Said meeting was attended in person and by proxy by a quorum of the membership and the attached Amendments to the Declaration of Condominium of THE BARRTON APARTMENTS, INC., a condominium, were approved and adopted by more than seventy-five (75%) percent of the entire membership, in compliance with the requirements of said Declaration, as amended. Furthermore, this is to certify that the attached Amendments to be voted upon had previously been approved and adopted by a Resolution of the Board of Directors by unanimous vote.

IN WITNESS WHEREOF, the undersigned as President and Secretary of THE BARRTON APARTMENTS, INC., a condominium, have caused this Fourth Amendment to Declaration of Condominium to be signed, attested, and have its corporate seal affixed the 16th day of MARCH, 1981.

THE BARRTON APARTMENTS, INC.

By: Peter Dorschel
Peter Dorschel, President

Attest: Paul Lembeck
Paul Lembeck, Secretary



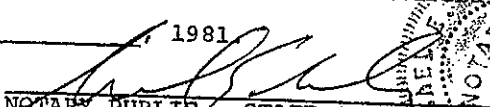
B3487 P1301

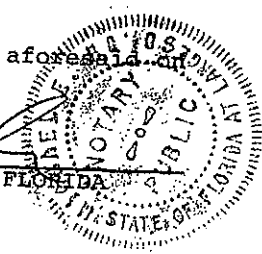
STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME personally appeared PETER DORSCHER and PAUL LEMBECK to me known to be the President and Secretary of THE BARRTON APARTMENTS, INC., and who acknowledged executing the foregoing Amendment to the Declaration of Condominium, and they acknowledged before me that they executed the same on behalf of the corporation.

WITNESS my hand and seal in the County and State aforesaid on the 16th day of MARCH 1981.


NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 8 1983
BONDED THRU GENERAL INS. UNDERWRITERS

B3487 R1330

AMENDMENT I

RESOLVED, that paragraph 15, USE RESTRICTIONS, of the Declaration of Condominium of THE BARRTON APARTMENTS, INC., a condominium, is revised in its entirety to read:

15. OWNERSHIP, USE AND OCCUPANCY. In order to preserve the quality of the residential nature of the condominium, the following provisions shall be strictly construed:

(a) The use and occupancy of apartments and common elements by adults is limited to:

(i) The owner or owners and the spouse of an owner,

(ii) When the owner is in residence, the owner's "immediate family" and social guests.

(iii) When the owner is not in residence, use and occupancy is limited to the owner's or his spouse's "immediate family" and their social guests; provided, however, no person otherwise permitted to be in occupancy shall so use or occupy an apartment unless written permission shall have been delivered to the Board of Directors by the owner not less than one week prior to such use or occupancy, which notice shall set forth the name, age, relationship to the owner, residence address of such occupants or users, duration of permitted use or occupancy and, if possible, the address and telephone number at which the owner can be reached in the event of an emergency.

(iv) The beneficial owner or owners (who must be an individual or a husband and wife) of an apartment whose legal title is held by a trustee or trustees,

(v) Nurses or other attendants whose care is necessary to the health of an owner or a member of his "immediate family" who is actually in residence. When the owner or member of his "immediate family" for whom the care is required is hospitalized or otherwise absent from the apartment, the occupancy of such nurse or other attendant shall be on a temporary basis not to exceed three months.

(b) The use and occupancy of apartments and common elements by children is limited as follows:

(i) No children under the age of eighteen may reside

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permanently at the condominium.

(ii) Children under eighteen years of age may temporarily occupy a unit on the following basis:

✓A. As guests when an owner or an owner's spouse is in residence for temporary periods not exceeding two weeks in any six month period.

B. As guests when an owner is not in residence provided they are within the class of "immediate family", or a child or grandchild of a member of the class of "immediate family" when such a member of the "immediate family" is in residence and subject to the condition that such occupancy is for a temporary period not exceeding two weeks in any six month period.

C. As social guests of an owner or social guests of a member of an owner's "immediate family", provided that the owner or a member of the owner's "immediate family" (at least eighteen years of age) is in residence at the same time and subject to the condition that such occupancy is for a temporary period not exceeding two weeks in any six month period.

✓D. All children under eighteen years of age must be accompanied by an adult person (at least eighteen years of age) in common areas. Children under eighteen years of age are not permitted to play in common areas; however, they may be permitted the use of the swimming pool when accompanied by an adult person (at least eighteen years of age). Because the swimming pool is unsupervised and is intended primarily for the use of adult owners, it shall be the responsibility of the owner or member of his or her "immediate family", as well as the adult accompanying the child, to regulate the child's conduct and to be fully responsible for such child's safety.

(c) The following provisions shall control the use and occupancy of apartments and common elements by all individuals:

(i) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

(ii) No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the

R3487 P1360

property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.

(iii) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors or the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

(iv) The covered automobile parking spaces, numbered N-1 thru N-52 and S-1 thru 51, both inclusive, have been assigned and leased by the Developer to apartment owners for the exclusive use of such owner. The balance of the spaces may be assigned by the Directors of the Association to such owners, or use, as they may designate.

(d) The ownership of apartments in the condominium shall be limited in accordance with the following provisions:

- (i) One living individual, or
- (ii) A husband and wife, or
- (iii) A trustee under inter vivos or testamentary trust, provided, however, that the beneficial ownership shall be limited to one living individual or a husband and wife approved by the Board of Directors, or,

(iv) THE BARRTON APARTMENTS, INC., or a trustee or nominee acting on its behalf and for its benefit.

(v) In order to preserve and protect the residential character of the condominium, ownership of an apartment by a corporation, partnership, limited partnership or by two or more individuals not husband and wife is prohibited.

(vi) Ownership of an apartment for investment, speculation, business, leasing, or other similar commercial purposes is prohibited.

(e) It is further RESOLVED that ownership or occupancy of an apartment on the effective date of the amendment which is in any manner inconsistent herewith, but in full compliance with the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the rules and regulations of the condominium as they existed prior to this amendment shall not be affected hereby.

AMENDMENT II

RESOLVED, paragraph 2, DEFINITIONS, of the Declaration of Condominium of THE BARRTON APARTMENTS, INC., a condominium, is amended to add an additional subsection (g) as follows:

- (g) "Immediate family" means:
 - (i) The spouse of an owner.
 - (ii) A child or children of an owner and the child or children of an owner's spouse.
 - (iii) A parent or parents of an owner and the parent or parents of an owner's spouse.
 - (iv) A brother or sister of an owner and a brother or sister of an owner's spouse.
 - (v) A grandchild or grandchildren of an owner and a grandchild or grandchildren of an owner's spouse.
 - (vi) The spouse of any of the foregoing when his or her spouse is in rightful occupancy.

AMENDMENT III

RESOLVED, that paragraph 17, LEASING, of the Declaration of Condominium of THE BARRTON APARTMENTS, INC., a condominium, is amended in its entirety to read as follows:

17. LEASING. The following provisions shall be strictly construed:

(a) Leasing of an apartment for any purpose is prohibited except as specifically hereinafter provided.

(b) In cases of extreme hardship the Board of Directors may permit an apartment to be leased once for a period of not less than four months nor more than twelve months, provided:

(i) Written application is made to the Board of Directors by the owner or the owner's representative setting forth the type and duration of the hardship believed to justify an exception to the stated policy of the condominium, and

(ii) At least 10 days written notice is given by the Board prior to the approval of the application to all other apartment owners who may then file written objections with the Board.

(iii) A decision of the Board of Directors shall be conclusive as to the hardship and as to the period of the lease.

(iv) Any such lease shall only be to one living individual or husband and wife.

It is further RESOLVED that leases which are in effect and which comply with the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the rules and regulations of the Condominium on the effective date of this amendment shall continue in full force and effect until the expiration of the term of such lease, but may not afterward be extended or renewed except in compliance with this amendment.

AMENDMENT IV

RESOLVED, that paragraph 16, APPROVAL OF SALE OR LEASE, of the Declaration of Condominium of THE BARRTON APARTMENTS, INC., a condominium, is amended to add an additional subsection (d) as follows:

"(d) An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the apartment owner as the Association may require and a copy of the instrument evidencing the owner's title. Within thirty days after receipt of such notice and information required to be furnished concerning the owner, the Association must either approve or disapprove the continuance of the apartment owner's ownership or occupancy of the apartment. If approved, the approval shall be in recordable form, signed by any two members of the Board of Directors, and shall be delivered to the apartment owner. The failure of the Association to act within such thirty day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid.

If the apartment owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance of his ownership or occupancy is disapproved, the Association shall deliver or mail to the apartment owner an agreement to purchase the apartment by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(i) The sale price shall be a fair market value determined by an agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement. In absence of an agreement, each party shall select a local independent real property appraiser doing business in Palm Beach County who, in turn, shall determine the fair market value of the apartment. In the event the appraisers cannot agree on a fair value, they shall appoint a third appraiser whose determination of a fair market value shall be binding on all parties. The cost of all appraisals shall be shared equally

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by the Association and the apartment owner. Upon determination of the price, the owner and purchaser shall execute a bonafide contract for purchase and sale of the unit:

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within thirty days following determination of the sales price.

(iv) The contract shall be in the form of the standard deposit receipt contract for sale and purchase then in use in Palm Beach County, Florida.

Record Verified
Palm Beach County, Fla
John B. Dunkle
Clerk Circuit Court

93487 P1366

FIFTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM

COMES NOW the undersigned President and Secretary of the Barrton Apartments, Inc., and certify that on the 5th day of January, 1987, a meeting of the Owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendment to the Declaration of Condominium of The Barrton Apartments, Inc., a Condominium, was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

A. Section 15 (b) (ii) A. of the Declaration as previously amended is hereby amended to read as follows:

"As guests when an owner or an owner's spouse is in residence for temporary periods not exceeding two weeks in any six month period except in cases where the Board of Directors may grant them permission for a longer stay for what the Board determines to be extenuating circumstances."

B. Section 15(b) (ii) D. of the Declaration as previously amended is hereby amended to read as follows:

"It shall be the responsibility of the owner or member of the immediate family of any child (under 18 years of age) to regulate the child's conduct and to be fully responsible for such child's safety on all common property of the condominium."

IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 10th day of February, 1987.

THE BARRTON APARTMENTS, INC.

BY: Charles A. Perkins
PRESIDENT

ATTEST: Rosemary H. Lembeck
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared CHARLES A. PERKINS and ROSEMARY H. LEMBECK, to me known to be the President and Secretary of the Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 20th day of FEBRUARY, 1987.

Stacey J. Matthews
Notary Public, State of Florida

My commission expires:

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 6, 1990
BONDED THRU GENERAL INS. UND.

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PROFESSIONAL ASSOCIATION
355 Northeast Fifth Avenue, Suite Eight
Delray Beach, Florida 33444-5589

55224 JUL 11

SIXTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM
(BY-LAWS)

COMES NOW the undersigned President and Secretary of the Barrton Apartments, Inc., and certify that on the 5th day of January, 1987, a meeting of the Owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendment to the By-Laws of the Declaration of Condominium of The Barrton Apartments, Inc., a Condominium, was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

Article II, paragraph 1. of the By-Laws as previously amended shall read as follows:

"The affairs of the Association shall be managed by a Board of nine Directors. Three Directors shall be elected at each annual meeting to serve for a term of three years or until such successors shall have been duly elected and qualified at the next Annual Meeting. Initially, nine Directors shall be elected with three for three-year terms, three for two-year terms and three for one-year terms in order to create staggered terms. Candidates for the Board must not have served on the Board during the preceding full term."

IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 20th day of February, 1987.

THE BARRTON APARTMENTS, INC.

BY: Charles A. Perkins
PRESIDENT

ATTEST: Rosemary H. Lembeck
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared CHARLES A. PERKINS and ROSEMARY H. LEMBECK, to me known to be the President and Secretary of the Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 20th day of February, 1987.

Raney J. Mathias
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 6, 1990
BONDED THRU GENERAL INS. UND.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

1987 MAR 31 AM 10:16 87 091500

return to: 175 H. CASSEDY SUMRALL, JR.,
PROFESSIONAL ASSOCIATION
355 Northeast Fifth Avenue, Suite Eight
Delray Beach, Florida 33444-5589
B5224

SEVENTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM
(ARTICLES OF INCORPORATION)

COMES NOW the undersigned President and Secretary of the Barrton Apartments, Inc., and certify that on the 5th day of January, 1987, a meeting of the Owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendment to the Articles of Incorporation of The Barrton Apartments, Inc., a Condominium, was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

A certified copy of an amendment to the Articles of Incorporation of The Barrton Apartments, Inc., (Exhibit B to the Declaration of Condominium) is attached hereto as Amendment Exhibit One.

IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 20th day of February, 1987.

THE BARRTON APARTMENTS, INC.

BY: Charles A. Perkins
PRESIDENT

ATTEST: Rosemary H. Lembeck
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared CHARLES A. PERKINS and ROSEMARY H. LEMBECK, to me known to be the President and Secretary of the Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 20th day of FEBRUARY, 1987.

Stanley J. Mathias
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 6, 1990
BONDED THRU GENERAL INS. UND.

(Corporate Seal)

This instrument was prepared by:
H. CASSEDY SUMRALL, JR.,
PROFESSIONAL ASSOCIATION
355 Northeast Fifth Avenue, Suite Eight
Delray Beach, Florida 33444-5589

Return to:
5224 P.O. Box 76

1987 MAR 31 AM 10:16 87 091501

AMENDMENT EXHIBIT ONE

FILED
1987 FEB 26 AM 9:12
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
THE BARRTON APARTMENTS, INC.

Pursuant to the provisions of Chapter 617 of the Florida Statutes, The Barrton Apartments, Inc., a corporation organized and existing under the laws of the State of Florida hereby files this amendment to its Articles of Incorporation.

The undersigned corporation, acting with the approval of a majority of its Board of Directors and the consent or approval of more than 75 percent of the entire membership, RESOLVED that Article IV, at sub-paragraph (2) is amended to read as follows:

"Directors of the Association will be elected or appointed at the Annual Meeting of the members in the manner determined by the By-Laws. Directors shall be members or the spouses of members of the Association and they may be removed or vacancies filled in the manner provided by the By-Laws."

This amendment was unanimously adopted at a meeting of the Board of Directors duly held on the 13th day of November, 1986, and further adopted by a vote of more than 75 percent of the entire membership at a duly called meeting of the members on the 5th day of January, 1987.

DATED at Delray Beach, Florida this 20th day of February, 1987.

THE BARRTON APARTMENTS, INC.

(Corporate Seal)

BY: Charles A. Perkins
PRESIDENT

ATTEST: Rosemary H. Lembek
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared CHARLES A. PERKINS and ROSEMARY H. LEMBCK, to me known to be the President and Secretary of The Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 20th day of February, 1987.

Larry J. Matthews
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 8, 1990
BONDED THRU GENERAL INS. UND.

B5229 P0177

**EIGHTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM
(BY-LAWS)**

COMES NOW the undersigned President and Secretary of the Barrton Apartments, Inc., and certify that on the 9th day of February, 1987, the Annual Meeting was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendment to the By-Laws of the Declaration of Condominium of The Barrton Apartments, Inc., a Condominium, was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

Article II, paragraph 2. of the By-Laws as previously amended shall read as follows:

"A Nominating Committee consisting of three non board members shall be selected by the Board at least thirty days in advance of the annual meeting. Said Committee shall hold at least one open meeting at a time and place designated by at least four days' notice placed on the bulletin board and held at least seven days in advance of the annual meeting at which meeting any member may appear and urge the nomination of any qualified person. The Nominating Committee shall make its report at the annual meeting nominating the appropriate number of nominees. Additional nominations may be made from the floor. The appropriate number of directors shall be elected by a plurality of the votes cast by written ballot without cumulative voting.

- (a) Any director may be removed from the Board by a vote of two thirds of the entire membership by a special meeting called for that purpose; the vacancy so created shall be filled by the members at said special meeting.
- (b) Vacancies in any office or in the membership of the Board of Directors occurring between Annual Meetings shall be filled by the majority vote of the remaining members of the Board until the next Annual Meeting, at which time a candidate shall be proposed by the Nominating Committee for the balance of the term."

IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 20th day of February, 1987.

THE BARRTON APARTMENTS, INC.

BY: Charles A. Perkins
PRESIDENT

ATTEST: Rosemary H. Lembeck
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared CHARLES A. PERKINS and ROSEMARY H. LEMBECK, to me known to be the President and Secretary of the Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 20th day of February, 1987.

Nancy J. Martin
Notary Public, State of Florida

My commission expires:

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN R. DUNKLE

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 6, 1990
BONDED THRU GENERAL INS. UND.

B5224 PUL 14 H. CASSEDY SUMRALL, JR.,
PROFESSIONAL ASSOCIATION
355 Northeast Fifth Avenue, Suite Eight
Delray Beach, Florida 33444-5589

THE BARRTON APARTMENTS, INC.
a condominium

Five Fifty Five Southeast Sixth Avenue
Delray Beach, Florida 33444

March 14, 1990

Dear Association Member:

One of the results of the Annual Meeting in February was a change in financial reporting. Whereas an annual audit was required before, starting this year the Association is only obliged to provide an annual "review" of the accounts.

The attached Ninth Amendment to the Amended By-Laws is the result of this vote by the membership.

This page is an important addition to your condominium documents, and should be included with the other amendments that you have received in the past.

Board of Directors
The Barrton Apartments, Inc.

RETURN TO:
R. A. PRINCEANTZ
555 S.E. 6TH AVE.
DELRAY BEACH, FL 33483

FEB-21-1990 12:24pm 90-050397
ORB 6361 Pg 211

NINTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM
(AMENDED BY-LAWS)

COMES NOW the undersigned President and Secretary of the Barrton Apartments, Inc., and certify that on the 12th day of February, 1990, the Annual Meeting was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendment to the Amended By-Laws of the Declaration of Condominium of The Barrton Apartments, Inc., a Condominium, was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

Article IV, paragraph 6, of the By-Laws as previously amended shall read as follows:

"A review of the books of account of the Association shall be made annually by an independent certified public accountant and his report shall be forwarded to the Board of Directors and be available for inspection by members in the Association office not later than the following April 1."

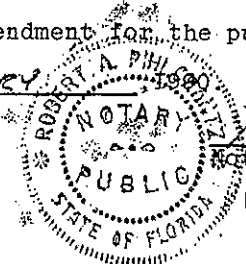
IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 15th day of FEBRUARY, 1990.



(Corporate Seal)
STATE OF FLORIDA
COUNTY OF PALM BEACH

THE BARRTON APARTMENTS, INC.
BY: [Signature]
PRESIDENT
ATTEST: [Signature]
SECRETARY

Before me personally appeared JAMES A. GRIFFIS and BRIAN I. GHEEN, to me known to be the President and Secretary of The Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 15th day of FEBRUARY, 1990.



[Signature]
Notary Public, State of Florida
RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

RETURN TO:
R. A. PILLGRANTZ
555 S.E. 6TH AVE.
DELRAY BEACH, FL 33483

FEB-21-1990 12:24pm 90-050397
ORB 6361 Pg 211

NINTH
AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM
(AMENDED BY-LAWS)

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Article IV, paragraph 6, of the By-Laws as previously amended shall read as follows:

"A review of the books of account of the Association shall be made annually by an independent certified public accountant and his report shall be forwarded to the Board of Directors and be available for inspection by members in the Association office not later than the following April 1."

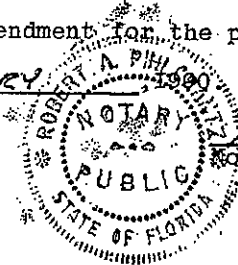
IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 15th day of FEBRUARY, 1990.



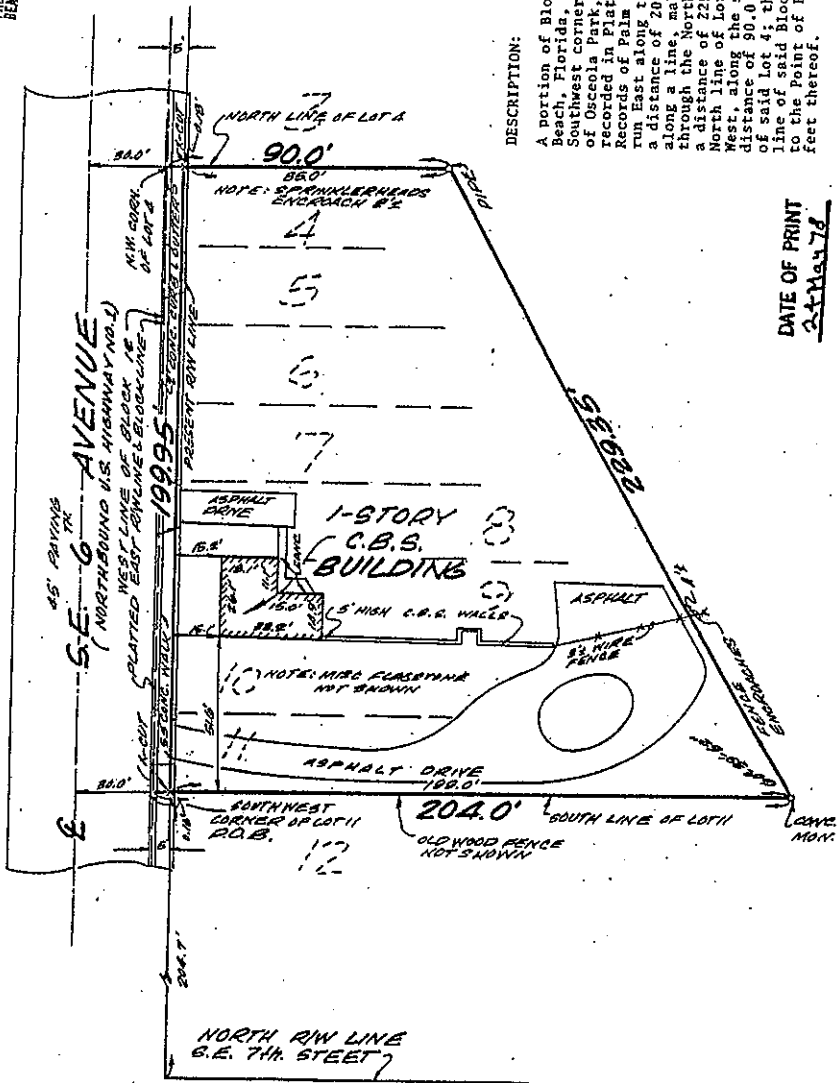
STATE OF FLORIDA
COUNTY OF PALM BEACH

THE BARRTON APARTMENTS, INC.
BY: [Signature]
PRESIDENT
ATTEST: [Signature]
SECRETARY

Before me personally appeared JAMES A. GRIFFIS and BRUCE I. GHEEN, to me known to be the President and Secretary of The Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 15th day of FEBRUARY, 1990.



[Signature]
Notary Public, State of Florida
RECORD VERIFIED
PALM BEACH COUNTY, FLA
JOHN B. DUNKLE
CLERK CIRCUIT COURT
Notary Public, State of Florida
My Commission Exp. June 21, 1994
Bonded thru PICHARD Ins. Agency

**DESCRIPTION:**

A portion of Block 12, Osceola Park, Delray Beach, Florida, as follows: Begin at the Southwest corner of Lot 11, Block 12, Plat. of Osceola Park, Delray Beach, Florida, as recorded in Plat. Book 5 on page 2, Public Records of Palm Beach County, Florida; thence run East along the South line of said Lot 11, a distance of 204.00 feet to a pole; thence run North along a line, making an angle of 60° 39' 52" with the South line of said Lot 11, a distance of 229.35 feet to a pole on the North line of Lot 4; thence run North 10° 00' 00" West, along the said North line of Lot 4, a distance of 90.0 feet to the Northwest corner of said Lot 1; thence run South along the West line of said Block 12, a distance of 109.50 feet to the Point of Beginning, less the West 5.0 feet thereof.

DATE OF PRINT
24 May 78

THIS DOES NOT
VARY WITHOUT AN
ADDITIONAL
FOR FURTHER INFO

PREPARED FOR:

THE BARRTON APARTMENTS
INC.

DATE	SCALE	PLAT BOOK NO.	PAGE NO.
08/21/50	BL, NW 1/4	3	3

O'BRIEN, SUITER & O'BRIEN, INC.
LAND SURVEYORS — ENGINEERS

DEBBY BEACH
ENGINEERS - LAND PLANNERS
FLORIDA

FLORIDA -

I HEREBY CERTIFY that the plot shown hereon is a true and correct representation of a survey made under my direction, and that said survey is accurate to the best of my knowledge and belief, and, unless otherwise shown, there are no visible encroachments.

Florida Certificate No. 314

POBILITATEA

2. kurin to

This instrument prepared by:
Robert W. Federspiel, Esq.
151 N.W. 1st Avenue
Delray Beach, FL 33444

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE BARRTON APARTMENTS, INC.



FILE NUM 20050119813 OR BOOK PAGE 182021675 DATE: 03/02/2005 13:33:04 Pgs 1675 - 1677 (3pgs)
Sharon R. Beck, CLERK & COMP TROLLER

WHEREAS, the Board of Directors of The Barrton Apartments, Inc., proposed an Amendment to Article 15, of the Declaration of Condominium of The Barrton Apartments, Inc., recorded in Official Record Book 1975, Page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto.

WHEREAS, such proposed Amendment was unanimously approved by the Board of Directors and approved by a vote of more than two-thirds of the members of the Association present at the meeting considering the Amendment either in person or by limited proxy.

NOW, THEREFORE, Article 15 of the Declaration of Condominium is hereby amended in its entirety to read as follows:

"15. OWNERSHIP, USE AND OCCUPANCY. In order to preserve the quality of the residential nature of the condominium, the following provisions shall be strictly construed:

(a) The use and occupancy of apartments and common elements is limited to:

- (i) The owner or owners and the spouse of an owner,
- (ii) When the owner is in residence, the owner's "immediate family" and social guest(s).
- (iii) When the owner is not in residence, use and occupancy is limited to the owner's or his spouse's immediate family" and their social guest(s) for temporary periods not exceeding fourteen days in any six month period; provided, however, no person otherwise permitted to be in occupancy shall so use or occupy an apartment unless written permission shall have been delivered to the Board of Directors by the owner not less than one week prior to such use or occupancy, which notice shall set forth the name, age, relationship to the owner, residence address of such occupants or users, duration of permitted use or occupancy and, if possible, the address and telephone number at which the owner can be reached in the event of an emergency.

(iv) The beneficial owner or owners (who must be an individual or a husband and wife) of an apartment whose legal title is held by a trustee or trustees,

(v) Nurses or other attendants whose care is necessary to the health of an owner or a member of his "immediate family" who is actually in residence.

(b) Intentionally left blank

(c) The following provisions shall control the use and occupancy of apartments and common elements by all individuals:

(i) The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

(ii) No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful

possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the common elements which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive, or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.

(iii) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors or the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

(iv) The covered automobile parking spaces, numbered N-1 thru N-52 and S-1 thru 51, both inclusive, have been assigned and leased by the Developer to apartment owners for the exclusive use of such owner. The balance of the spaces may be assigned by the Directors of the Association to such owners, or use, as they may designate.

(d) The ownership of apartments in the condominium shall be limited in accordance with the following provisions:

(i) One living individual, or

(ii) A husband and wife, or

(iii) A trustee under inter vivos or testamentary trust; provided, however, that the beneficial ownership shall be limited to one living individual or a husband and wife approved by the Board of Directors, or,

(iv) THE BARRTON APARTMENTS, INC., or a trustee or nominee acting on its behalf and for its benefit.

(v) In order to preserve and protect the residential character of the condominium, ownership of an apartment by a corporation, partnership, limited partnership or by two or more individuals not husband and wife is prohibited.

(vi) Ownership of an apartment for investment, speculation, business, leasing, or other similar commercial purposes is prohibited.

(vii) No animals or pets of any kind shall be kept in any apartment or be permitted on any property of the condominium.

(viii) No apartment owner is permitted to own, either directly or indirectly, more than two (2) apartments at one time.

(e) It is further RESOLVED that ownership or occupancy of an apartment on the effective date of the amendment which is in any manner inconsistent herewith, but in full compliance with the Declaration of Condominium, the Articles of Incorporation, the Bylaws and the rules and regulations of the condominium as they existed prior to this amendment shall not be affected hereby.

(f) Notwithstanding any provision of this Declaration to the contrary, the installation, use or operation of laundry washers and dryers is prohibited within all Condominium Units other than Units 1-B, 1-C and 1-D."

c:\docs\clients\barrton\washer.ban\finalamend

This Amendment made this 28 day of January, 2004.

THE BARRTON APARTMENTS, INC.

By: [Signature]
Printed Name: Frank Iannotti
Title: President

ATTESTED BY:

[Signature]

Printed Name: Sarah Brown Weitzman
Secretary

Sworn to and subscribed before me by Frank Iannotti and
Sarah Brown Weitzman as President and Secretary of The Barrton
Apartments, Inc., ✓ who are personally known to me or ✓ who produced Sarah Brown Weitzman
and Fla. driver's license as identification this 28th day of January,
2004.

Kelly S. Parsons
Notary Public
State of Florida
Commission Expires:
Commission No.:

(SEAL)





02/25/2004 11:18:44 20040100781
OR BK 16585 PG 0615
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

Return to:

Robert W. Federspiel, Esq.
Spinner, Dittman, Federspiel & Dowling
151 N.W. 1st Avenue
Delray Beach, FL 33444

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM FOR
THE BARRTON APARTMENTS - A CONDOMINIUM**

COMES NOW, the undersigned President and Secretary of THE BARRTON APARTMENTS, INC., and certify that on the 27th day of January, 2004, a meeting of the Owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, Page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendments to the Declaration of Condominium of The Barrton Apartments, Inc., a Condominium was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

1.) Article 1 is amended in its entirety to read as follows:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, herein called the Condominium Act, as same may be amended from time to time.

2.) Article 2 Section (g) is amended in its entirety to read as follows:

(g) "Immediate family" means:

- (i) The spouse of an owner.
- (ii) A child or children of an owner and the child or children of an owner's spouse.
- (iii) A parent or parents of an owner and the parent or parents of an owner's spouse.
- (iv) A brother or sister of an owner and a brother or sister of an owner's spouse.
- (v) The spouse of any of the foregoing when his or her spouse is in rightful occupancy.

.....

3.) Article 8, Section (b) is amended in its entirety to read as follows:

8. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS.

(b) After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no substantial alteration or further improvement of the real property constituting the common elements without prior approval in writing by two thirds (2/3) of the apartment owners. There shall be no changes in the shares and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

4.) Article 13, Section (d) is amended in its entirety to read as follows:

13. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED:

.....

(d) Any reconstruction or repair, including that to the apartment building, must be substantially in accordance with the plans and specifications for the original building prepared by the Outcalt-Guenther Partners, Architects, or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than two thirds (2/3) of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

5.) Article 15, Section (a) is amended in its entirety to read as follows:

15. OWNERSHIP, USE AND OCCUPANCY. In order to preserve the quality of the residential nature of the condominium, the following provision shall be strictly construed:

(a) The use and occupancy of apartments and common elements is limited to:

- (i) The owner or owners and the spouse of an owner.
- (ii) When the owner is in residence, the owner's "immediate family" and social guest(s).
- (iii) When the owner is not in residence, use and occupancy is limited to the owner's or his spouse's "immediate family" and their social guest(s) for temporary periods not exceeding fourteen days in any six month period; provided, however, no person otherwise permitted to be in occupancy shall so use or occupy an apartment unless written permission shall have been delivered to the Board of Directors by the owner not less than one week prior to such use or occupancy, which notice shall set forth the name, age, relationship to the owner, residence address of such occupants or users, duration of permitted use or occupancy and, if possible, the address and telephone number at which the owner can be reached in the event of an emergency.

- (iv) The beneficial owner or owners (who must be an individual or a husband and wife) of an apartment whose legal title is held by a trustee or trustees.
- (v) Nurses or other attendants whose care is necessary to the health of an owner or a member of his "immediate family" who is actually in residence.

6.) Article 15, Section (b) is amended in its entirety, to read as follows:

15. OWNERSHIP, USE AND OCCUPANCY. In order to preserve the quality of the residential nature of the condominium, the following provisions shall be strictly construed:

.....

(b) Intentionally left blank.

7.) Article 15, Section (c) is amended in its entirety to read as follows:

(vii) No animals or pets of any kind shall be kept in any apartment or be permitted on any property of the condominium.

8.) Article 15, Section (c) is amended in its entirety to read as follows:

(viii) No apartment owner is permitted to own, either directly or indirectly, more than two (2) apartments at one time.

9.) Article 18, Section (a), is amended in its entirety to read as follows:

MORTGAGE AND ACQUISITION BY MORTGAGES.

(a) No apartment owner may mortgage his apartment or any interest therein without the approval of the Association, except to a Bank, Life Insurance Company, or a Federal Savings and Loan Association. The approval of any mortgage shall be subject to conditions determined by the Association. No mortgage or aggregate mortgages against an apartment may exceed 90% of the purchase price as reflected in the Association's records or fair market value. The Association is exempt from this provision on any apartment unit owned by the Association. All re-financing is subject to this provision.

IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Declaration of Condominium to be signed, attested and have its corporate seal affixed, this 17th day of February, 2004.

THE BARRTON APARTMENTS, INC.

ATTEST: Sarah Brown Weitzman
SARAH BROWN WEITZMAN Secretary

By: Frank Iannotti
Frank Iannotti, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of February, 2004, by FRANK IANNOTTI and Sarah B. Weitzman who are the President and Secretary respectively of The Barrton Apartments, Inc., and who executed the foregoing in their duly authorized capacity on behalf of the corporation.

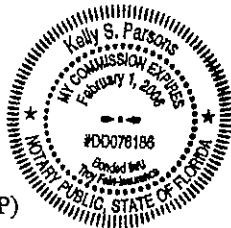
FRANK IANNOTTI:

☒ is personally known to me, OR
has produced _____ as identification

Sarah B. Weitzman :

☒ is personally known to me, OR
has produced Fla. driver's license as identification

(NOTARY STAMP)



Kelly S. Parsons
Notary Public

Kelly S. Parsons
Notary Name
DD076186
Serial (Commission) Number



02/25/2004 11:18:44 20040100782
OR BK 16585 PG 0619
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

Return to:

Robert W. Federspiel, Esq.
Spinner, Dittman, Federspiel & Dowling
151 N.W. 1st Avenue
Delray Beach, FL 33444

AMENDMENT TO BYLAWS
OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM

COMES NOW, the undersigned President and Secretary of The Barrton Apartments, Inc., and certify that on the 27th day of January, 2004, a meeting of the Owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, Page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendment to the Bylaws of the Declaration of Condominium of The Barrton Apartments, Inc., a Condominium, was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

Article II, Section 2 is amended in its entirety to read as follows:

Article II.
DIRECTORS

(2) Not less than 60 days before a scheduled 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 apartment owner entitled to vote, a first notice of the date of the election. Interested candidates must submit their names to the Board no later than 60 days prior to the election date. Not less than 40 days before the election, the Association shall mail or deliver a second notice of the election to all apartment owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 45 days before the election, to be included with the mailing of the ballot unless waived in writing. Proof of all mailings for the annual election shall be given by the affidavit of the person giving the notice. The appropriate number of directors shall be elected by a plurality of votes cast by written ballot without cumulative voting.

- (a) Vacancies in any office or in the membership of the Board of Directors occurring between Annual Meetings shall be filled by the majority vote of the remaining members of the Board for the balance of that term.
- (b) Directors shall be Members or spouses of Members of the Association.

IN WITNESS WHEREOF, the undersigned as President and Secretary of The Barrton Apartments, Inc., have caused the Amendment to the Bylaws to be signed, attested and have its corporate seal affixed, this 1st day of February, 2004.

THE BARRTON APARTMENTS, INC.

By: Frank Iannotti
Frank Iannotti, President

ATTEST: Sarah Brown Weitzman
Sarah Brown Weitzman, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of February, 2004, by FRANK IANNOTTI and Sarah B. Weitzman, who are the President and Secretary respectively of The Barrton Apartments, Inc., and who executed the foregoing in their duly authorized capacity on behalf of the corporation.

FRANK IANNOTTI:

☒ is personally known to me, OR
has produced _____ as identification

Sarah B. Weitzman :

☒ is personally known to me, OR
has produced Fla. driver's license as identification

(NOTARY STAMP)



Kelly S. Parsons
Notary Public

Kelly S. Parsons
Notary Name
DD076186
Serial (Commission) Number

160156

AMENDED
BY-LAWS OF
THE BARRTON APARTMENTS, INC.,
a condominium
a corporation not for profit under the laws
of the State of Florida

EXHIBIT "C"

These are the By-Laws of THE BARRTON APARTMENTS, INC., a condominium, herein called the Association, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on April 22, 1971. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1969, herein called the Condominium Act, which condominium is identified by the name of THE BARRTON APARTMENTS, INC., a condominium, and is upon land in Delray Beach, Florida, which is fully described in the Articles of Incorporation. The office of the Association shall be at 555 Southeast Sixth Avenue, Delray Beach, Florida.

ARTICLE I.

MEMBERS

1. The annual members meeting shall be at 2:00 o'clock, P. M., Eastern Standard Time, on the second Monday in February of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.
2. Meetings of the members shall be held at the principal office or place of business of the Association or at such other suitable place, convenient to the membership, as may be designated by the Board of Directors.
3. Special members meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third of the entire membership.
4. Notice of all members meetings shall be given to all members at least 30 days in advance of the meeting in the following manner: In writing, stating the time, place and purpose of the meeting, by regular mail to all members, as their names and addresses appear on the books of the Association, except as to

those in residence in the building, then by placing said notice in the member's unlocked mail box, and by posting said notice on the bulletin board in the mail room. Proof of notice shall be by the affidavit of a person calling the meeting. Notice may be waived by a member at any time in writing.

5. A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing or concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

6. Vote required to transact business: When a quorum is present at any meeting, the holders of the majority of the voting rights present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by expressed provision of the statutes, the Declaration of Condominium, or of the By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

7. In any meeting of members each owner of an apartment shall be entitled to cast one vote, unless the decision to be made is required to be by the owners of a stated percentage of the common elements.

(a) If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If any apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

(b) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. Proxies shall

be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(c) The President shall act as chairman and the order of business at annual members meetings shall be

- (i) election of chairman of the meeting in the absence of the President and Vice-President;
- (ii) calling of the roll and certifying of proxies;
- (iii) proof of notice of meeting or waiver of notice;
- (iv) reading and disposal of any unapproved minutes;
- (v) reports of officers;
- (vi) reports of committees;
- (vii) appointment of inspectors of election by chairman;
- (viii) election of directors (if necessary);
- (ix) unfinished business;
- (x) new business; and
- (xi) adjournment.

ARTICLE II DIRECTORS

1. The affairs of the Association shall be managed by a board of seven member directors elected at the annual meeting for a term of one year and to serve until their successors shall have been duly elected and qualified at the next annual meeting.

2. A Nominating Committee consisting of three non board members shall be selected by the Board at least thirty days in advance of the annual meeting. Said Committee shall hold at least one open meeting at a time and place designated by at least four days' notice placed on the bulletin board and held at least seven days in advance of the annual meeting at which meeting any member may appear and urge the nomination of any qualified person. The Nominating Committee shall make its report at the annual meeting nominating seven nominees. Additional nominations may be made from the floor. Seven directors shall be elected by a plurality of the votes cast by written ballot without cumulative voting.

(a) Any director may be removed from the Board by a vote of two thirds of the entire membership by a special meeting called for that purpose; the vacancy so created shall be filled by the members at said special meeting.

(b) Vacancies occurring on the Board by death, resignation, cessation of membership or for other reasons shall be filled by the remaining directors.

3. Directors meetings.

(a) The organization meeting of a newly elected Board of Directors shall be held within ten days of its election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

(b) Regular meetings of the Board of Directors or special meetings called by the president or by two directors shall be held at such time and place as it or they shall determine. Notice of all meetings shall be given to each board member personally or by mail and be posted on the mail room bulletin board at least three days in advance of any such meeting. All meetings shall be open to all members. Notice of a meeting may be waived by a director at any time if in writing.

(c) A quorum at directors meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium, herein called the Declaration, Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

(d) The President shall preside at all meetings, or in his absence the Vice-President, or in their absence another Board Member designated by the Board Members present.

4. Powers and duties of the Board of Directors.

(a) All of the powers and duties of the Association existing under the law, the Declaration of Condominium, the Articles of Incorporation, or these By-Laws shall be exercised by the Board of Directors, or on its behalf, subject to approval by the members of the Association when required.

(b) The compensation of all employees of the Association shall be fixed by the Board of Directors; the Board of Directors shall act without compensation.

ARTICLE III OFFICERS

1. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, each of whom shall be a director and shall be elected annually by the Board, subject to removal by the Board.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4. The Secretary shall keep the minutes of all proceedings of the directors and the members in a business like manner and they shall be available for inspection by members at all reasonable times. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President.

5. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and account of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

ARTICLE IV FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation

poration shall be supplemented by the following provisions,

1. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. Budget

(a) The Board of Directors shall adopt, subject to approval by the members at the annual meeting, a budget for each calendar year which shall contain the estimated funds required to defray common expenses of the Association, (which may include such reserve accounts as the Board of Directors may in its discretion establish) including but not limited to the following items:

(1) Common expense budget:

- (i) Maintenance and operation of common elements;
Landscaping;
Swimming pool - guest rooms
- (ii) Utility services
- (iii) Casualty insurance
- (iv) Liability insurance
- (v) Administration
- (vi) Garages
- (vii) Reserves, if so provided

(b) Copies of the proposed operating budget and assessments shall be transmitted to each member in the manner provided in ARTICLE I 4. (Notice of Meetings) not less than thirty days in advance of the Annual Meeting together with notice of said meeting. Copies of any amendments thereto shall in like manner be transmitted to each member promptly.

3. Assessments

(a) Assessments against each member owner for his share of the budget for common expenses or assessments in accord with paragraph six of the Declaration of Condominium shall be due and payable quarterly on January 1, April 1, July 1 and October 1. The budget and assessments may be amended at any time by the Board of Directors.

(b) Special assessments for non budget expenses may be imposed by the Board of Directors after written notice to the members and approval in writing by a majority of said members.

Such special assessments shall be due and payable after notice thereof as the Board of Directors shall determine and require.

(c) Maintenance expenses of the leased car parking areas and structures may be separately assessed by the Board of Directors equally against each parking space and the leasee thereof and be payable as the Board of Directors determines.

4. Accounting

Books of account shall be regularly maintained to reflect fully and accurately receipts and disbursements of all funds in accord with recognized and good accounting practices; all such records shall be available for inspection by members or their authorized representatives at reasonable times; summaries thereof shall be supplied to members at least annually.

5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6. An audit of the books of account of the Association shall be made annually by an independent certified public accountant and his report shall be forwarded to the Board of Directors and be available for inspection by members in the Association office not later than the following April 1.

7. Fidelity bonds shall be required by the Board of Directors from all directors or employees of the Association, and others, who may have custody or responsibility for the funds or property of the Association in such amounts as will fully indemnify the Association. The premium cost thereof to be paid by the Association.

ARTICLE V

PARLIAMENTARY RULES

1. Robert Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-Laws of the corporation or with the statutes of the State of Florida.

2. In the event of any inconsistency or conflict between these By-Laws and any statute or applicable law of the State of Florida, these By-Laws shall be deemed amended without further action by the Association to make the By-Laws consistent with said statutes or applicable laws.

ARTICLE VI

AMENDMENTS

These By-Laws may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by a majority of the entire membership of the Board of Directors and by not less than 66-2/3% of the votes of the entire membership of the Association; or by at least 75% of the votes of the entire membership of the Association.

3. No amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, nor change the voting rights of members, unless the record owner of the apartment concerned and all record owners of liens thereon shall join the execution of the amendment.

4. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the Amended By-Laws of THE BARRTON APARTMENTS, INC., a corporation not for profit under the laws of the State of Florida at a meeting of the members of the Association held on February 14, 1977.

Dated this 13th day of October 1977.

Wendell B. Gordon
SECRETARY

K. Haus
PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared
Wendell B. Gordon and Colin K. Haas, as Secretary and
President, respectively, of The Barrton Apartments, Inc.,
a Florida corporation, and they acknowledged to and before
me that they executed the foregoing instrument as such
officers of said corporation, and that they affixed thereto
the official seal of said corporation, and that the fore-
going instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal,
at Delray Beach, Florida, State and County aforesaid, on
this the 13 day of October, 1977.

Notary Public, State of Florida at Large
My Commission Expires April 28, 1980
Bonded By American Fire & Casualty Company



-9-

Prepared By:
FREDERICK C. JONAS
555 S.E. 6th AVE
DELRAY BEACH, FL 33444

Record Verified
Palm Beach County, Fla.
John B. Dinkie
Clerk Circuit Court

State of Florida

Department of State



I, Richard (Dick) Stone, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

THE BARRTON APARTMENTS, INC.

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 22nd day of April,
A.D., 1971, as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 22nd day of April,
A.D. 19 71.



Richard (Dick) Stone

Secretary of State

EXHIBIT "B"

OFFICIAL RECORDS 1975 PAGE 929

2) The Association shall have all of the powers reasonably necessary to carry out the purpose of the Association, including but not limited to the following:

a. The maintenance, repair, replacement and operation of the condominium property.

b. The construction of additions or further improvements or the replacement or reconstruction after damage or casualty.

c. To make, levy and collect assessments against members to defray the costs of the condominium.

d. To use the proceeds of such assessments in the exercise of its powers and duties.

e. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 66-2/3% of the votes of the entire membership of the Association before such shall become effective, except for the initial rules and regulations which are approved prior to sales.

f. To approve or disapprove members or proposed purchasers, lessees and mortgagees of apartments.

g. To take appropriate action and enforce by legal procedures the regulations, rules and provisions of the condominium documents and the Articles and By-Laws of this Association.

h. To delegate or contract for the performance of its powers and duties where delegation is not specifically prohibited.

i. To contract for the management of the condominium, or operation of portions of the common elements and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

3) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

4) All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the benefit of the members in accordance with the provisions of the condominium documents.

ARTICLE IV. TERM

The term of the Association shall be the life of the condominium unless the Association shall be terminated sooner in accordance with the Declaration of Condominium.

ARTICLE V. MEMBERS

1) All owners of the apartments in the condominium shall be members of the Association provided however, there shall only be one vote for each apartment where there is more than one owner.

2) Membership in the Association shall be established by the recording of the Public Records of Palm Beach County, Florida, of a deed or other instrument establishing title to an apartment in the condominium by a qualified owner and the delivery of a certified copy of such instrument to the Association. The membership of the prior owner shall be thereby terminated.

3) The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to the apartment in the condominium.

ARTICLE IV. DIRECTORS

1) The affairs of the Association shall be managed by a Board of not less than three nor more than nine Directors as shall be determined by the By-Laws, and in the absence of such determination shall consist of three Directors.

2) Directors of the Association will be elected or appointed at the annual meeting of the members in the manner determined by the By-Laws, except that for so long as Barr Co. of Florida, a Florida corporation, or its successors or assigns, is the owner of not less than six (6) apartments, it shall have the right to elect a majority of the Directors, who need not be residents of the condominium. Directors need not be members of the Association and they may be removed or vacancies filled in the manner provided by the By-Laws.

3) The names and addresses of the first Board of Directors who shall hold office until their successors are elected or have qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
E. Jack Barns	1000 Lowry Street, Delray Beach, Fla. 33444
Chas. C. Barr	86 MacFarlane Drive, Delray Beach, Fla. 33444
Fred B. Devitt, Jr.	30 Southeast 4th Avenue, Delray Beach, Fla. 33444

ARTICLE VII. OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are elected are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President	E. Jack Barns	1000 Lowry Street, Delray Beach, Florida 33444
Secretary	Chas. C. Barr	86 MacFarlane Drive, Delray Beach, Florida 33444
Treasurer	Fred B. Devitt, Jr.	30 Southeast 4th Avenue, Delray Beach, Florida 33444

ARTICLE VIII. BY-LAWS

The By-Laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE IX. AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- 1) A notice of the subject matter of proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 2) A resolution approving a proposed amendment may be made by either the Board of Directors or by the membership of the Association and after approval by either such body it must be approved by the other. Such approval must be by a majority of all the Directors and by not less than 66-2/3% of the members of the Association. Directors and members may give their approval in writing when not present at the meetings.
- 3) A copy of each amendment shall be certified by the Secretary of State and recorded in the Public Records of Palm Beach County, Florida.

ARTICLE X. INDEMNIFICATION

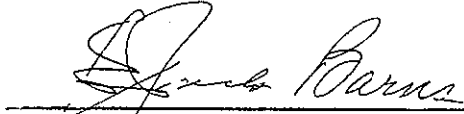
Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he is a Director or Officer at the time such expense is incurred, except in such cases wherein the Director or Officer is adjudged guilty of misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall only apply when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer shall be entitled.

ARTICLE XI. SUBSCRIBERS

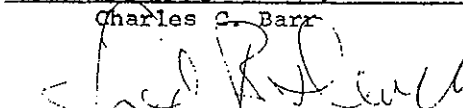
The names and addresses of the subscribers of the Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
E. Jack Burns	1000 Lowry Street, Delray Beach, Florida 33444
Charles C. Barr	86 MacFarlane Drive, Delray Beach, Florida 33444
Fred B. Devitt, Jr.	30 Southeast 4th Avenue, Delray Beach, Florida 33444

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures, this 14th day of April, 1971.


E. Jack Barns

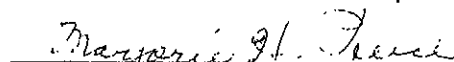

Charles C. Barr


Fred B. Devitt, Jr.

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared E. Jack Barns, Charles C. Barr, and Fred B. Devitt, Jr., who after being sworn acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 14th day of April, 1971.


Notary Public

My commission expires: Notary Public, State of Florida at Large
My Commission Expires Sept. 30, 1973
Bonded by Transamerica Insurance Co.

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of
Amendment to Articles of Incorporation of THE BARTON
APARTMENTS, INC., a Florida corporation not for
profit, filed on May 25, 1978, as shown by the records
of this office.

The charter number of this corporation is 720757.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
25th day of May, 1978.

Gene A. Smathers
SECRETARY OF STATE

CER 101 8-15-77

PALM OFF
BEACH REC 2871 PAGE 45

AMENDMENT EXHIBIT TWO

AMENDMENT TO ARTICLES OF INCORPORATION

OF

THE BARRTON APARTMENTS, INC.

FILED
MAY 23 8 36 AM '78
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Chapt. 617 of the Florida Statutes, THE BARTON APARTMENTS, INC., a corporation organized and existing under the laws of the State of Florida hereby files this amendment to its Articles of Incorporation amending the legal description set forth in Article II to include certain additional land to be added to the common elements of the condominium.

The undersigned corporation, acting with the approval of a majority of its Board of Directors and the consent or approval of more than 75% of the entire membership, RESOLVED that Article II of the Articles of Incorporation is amended to add the following additional land:

A portion of Block 12, Osceola Park, Delray Beach, Florida, as follows: BEGIN at the Southwest corner of Lot 11, Block 12, Plat of Osceola Park, Delray Beach, Florida, as recorded in Plat Book 3 on page 2, Public Records of Palm Beach County, Florida; thence run East along the South line of said Lot 11, a distance of 204.00 feet to a point; thence along a line, making an angle of 60° 39' 52" through the Northwest from the previous course, a distance of 229.35 feet to a point on the North line of Lot 4, said Block 12; thence run West, along the said North line of Lot 4, a distance of 90.00 feet to the Northwest corner of said Lot 4; thence run South along the West line of said Block 12; a distance of 199.95 feet to the point of BEGINNING, less the West 5.0 feet thereof.

This Amendment was unanimously adopted at a meeting of The Board of Directors duly held on March 7, 1978. Further adopted by a vote of _____ of the members, at a duly called meeting of members on April 17, 1978.

DATED at Delray Beach, Florida, this 9th day of May, 1978.

THE BARRTON APARTMENTS, INC.

BY: Calvin K. Haas
President

ATTESTED: [Signature]
Secretary

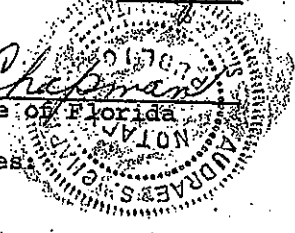
(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

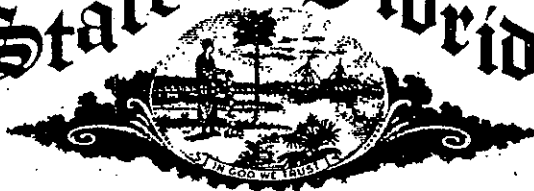
Before me personally appeared Colin K. Haas
and V. G. Cox, to me known to be the President
and Secretary of THE BARRTON APARTMENTS, INC., and who acknow-
ledged executing the foregoing Amendment to the Articles of
Incorporation, and acknowledged before me that they subscribed
to those Articles of Incorporation.

WITNESS my hand and official seal this 9th day of May,
1978.

Audrey S. Chapman
Notary Public, State of Florida
My Commission expires
Notary Public, State of Florida as atty.
My Commission Expires April 28, 1980
Resided by American Fire & Casualty Company



State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Amendment, filed on February 26, 1987, to the Articles of Incorporation for THE BARRTON APARTMENTS, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 720757.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of March, 1987.



CR2E022 (10-85)

George Firestone
Secretary of State

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

B5224 P0178

AMENDMENT EXHIBIT ONE

FILED
1987 FEB 26 AM 9:15
SECRETARY
TALLAHASSEE, FLORIDA

AMENDMENT TO
ARTICLES OF INCORPORATION
OF
THE BARRTON APARTMENTS, INC.

Pursuant to the provisions of Chapter 617 of the Florida Statutes, The Barrton Apartments, Inc., a corporation organized and existing under the laws of the State of Florida hereby files this amendment to its Articles of Incorporation.

The undersigned corporation, acting with the approval of a majority of its Board of Directors and the consent or approval of more than 75 percent of the entire membership, RESOLVED that Article IV, at sub-paragraph (2) is amended to read as follows:

"Directors of the Association will be elected or appointed at the Annual Meeting of the members in the manner determined by the By-Laws. Directors shall be members or the spouses of members of the Association and they may be removed or vacancies filled in the manner provided by the By-Laws."

This amendment was unanimously adopted at a meeting of the Board of Directors duly held on the 13th day of November, 1986, and further adopted by a vote of more than 75 percent of the entire membership at a duly called meeting of the members on the 5th day of January, 1987.

DATED at Delray Beach, Florida this 20th day of February, 1987.

THE BARRTON APARTMENTS, INC.

(Corporate Seal)

BY: Charles A. Perkins
PRESIDENT

ATTEST: Rosemary H. Lembach
SECRETARY

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me personally appeared CHARLES A. PERKINS and ROSEMARY H. LEMBACH, to me known to be the President and Secretary of The Barrton Apartments, Inc., and who acknowledged executing the foregoing Amendment for the purposes stated therein this 20th day of February, 1987.

Lawrence J. Matthews
Notary Public, State of Florida
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 8, 1990
BONDED THRU GENERAL INS. UND.

B5224 P0177

CFN 20100008082
OR BK 23632 PG 0397
RECORDED 01/07/2010 15:26:04
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0397 - 398; (2pgs)

This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Poliakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
ARTICLES OF INCORPORATION AND BY-LAWS FOR
THE BARRTON APARTMENTS, INC.**

WHEREAS, the Declaration of Condominium for The Barrton Apartments, Inc., A Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 1975 at Page 876; and

WHEREAS, the Articles of Incorporation and By-Laws for The Barrton Apartments, Inc. are attached as an exhibit thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of The Barrton Apartments, Inc., a Florida not-for-profit corporation, held December 15, 2008, the aforementioned Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Articles of Incorporation and By-Laws are a true and correct copy of the amendments as amended by the membership.

**AMENDMENT TO THE
ARTICLES OF INCORPORATION FOR
THE BARRTON APARTMENTS, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE IV. DIRECTORS

- 1) The affairs of the Association shall be managed by a Board of not less than ~~three nor more than nine~~ Directors, ~~as shall be determined by the By-Laws, and in the absence of such determination shall consist of three Directors.~~

**AMENDMENT TO THE
BY-LAWS FOR
THE BARRTON APARTMENTS, INC.**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

ARTICLE II

DIRECTORS

1. The affairs of the Association shall be managed by a Board of nine Directors. ~~Three Directors shall be elected at each annual meeting to serve for a term~~

of three years or until such successors shall have been duly elected and qualified at the next Annual Meeting. Initially, nine Directors shall be elected with three for three-year terms, three for two-year terms and three for one-year terms in order to create staggered terms. The term of each Director's service shall be for two (2) years and subsequently until his successor is duly elected and qualified, or until he or she is removed in the manner elsewhere provided. The Directors shall serve staggered terms, with five (5) directors being elected in even numbered years and four (4) directors being elected in odd numbered years. Candidates for the Board must not have served on the Board during the preceding full term.

* * * * *

WITNESS my signature hereto this 6 day of January, 2010, at Delray Beach, Palm Beach County, Florida.

THE BARRTON APARTMENTS, INC.

Mary Lintz
Witness

By: Howard Kaminski
President

MARY LINTZ
(PRINT NAME)

Nicole A. Coe
Witness
Nicole A. Coe
(PRINT NAME)

Attest Kathleen Leonard
Secretary

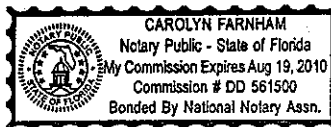
STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 6 day of January, 2010, by Howard Kaminski and Kathleen Leonard, as Pres. and Secretary, respectively, of The Barrton Apartments, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.

Carolyn Farnham (Signature)

CAROLYN FARNHAM (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 2842513_1



This instrument was prepared by:
KENNETH S. DIREKTOR, ESQ.
Becker & Pollakoff, P.A.
625 North Flagler Drive - 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
THE BARRTON CONDOMINIUM, INC., A CONDOMINIUM**

WHEREAS, the Declaration of Condominium for The Barrton Apartments, Inc., A Condominium, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 1975 at Page 876; and

WHEREAS, at a duly called and noticed meeting of the membership of The Barrton Apartments, Inc., a Florida not-for-profit corporation, held February 23, 2009, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments as amended by the membership.

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
THE BARRTON CONDOMINIUM, INC. A CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "strikeout",
unaffected text indicated by "...")

7. MAINTENANCE AND ALTERATION OF APARTMENTS.

(b) The responsibility of the apartment owner shall be

(i) to maintain, repair, and replace at his expense all portions of his apartment except the portions to be maintained, repaired, and replaced by the Association, and the apartment owners shall also be responsible for providing hurricane protection and are, therefore, responsible for the maintenance, repair and replacement of the windows and all sliding glass doors in the walls bounding the apartment (including the glass, frame, tracks and locking devices and hardware thereof, subject to the provisions of subparagraph (d) of this Article 7) and are required to replace the existing windows and sliding glass doors in the walls bounding the units with impact resistant windows and sliding glass doors that meet the requirement of the applicable Building Code and which comply with the specifications and guidelines made and amended from time to time by the Board of Directors. The Association may enforce the owners' obligation to install hurricane protection consistent with the requirements of this provision by any remedy available at law or equity, including, but not limited to, the right to undertake any maintenance, repair or replacement of the windows or sliding glass doors in the walls bounding the unit necessary in the discretion of the Board of Directors which an owner fails to undertake maintenance, repair or replacement within thirty (30) days of written notice from the Association and any costs advanced by the Association in connection with such maintenance, repair or replacement shall be assessed against the unit and shall be secured by a lien against the unit which shall be enforceable in the same manner as a lien for any other assessment hereunder and under the

Condominium Act.

(ii) not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building (subject to the provisions of subparagraph (d) of this Article 7, such restriction shall not negate an apartment owner's responsibility to install hurricane protection in accordance herewith, and to maintain, repair and replace, at the owner's expense, the windows and all sliding glass doors of his apartment, provided that such work shall not change or alter the exterior appearance of the apartment building unless the prior approval of the board of directors is obtained);

(c) ~~Except as elsewhere reserved to the Developer, n~~ Neither an apartment owner nor the Association shall make an alteration in the portions of an apartment or apartment buildings which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the board of directors of the Association (subject to the provisions of subparagraph (d) of this Article 7, such restriction shall not negate an apartment owner's responsibility to install hurricane protection in accordance herewith, and to maintain, repair and replace, at the owner's expense, the windows and all sliding glass doors of his apartment, provided that such work shall not change or alter the exterior appearance of the apartment building unless the prior approval of the board of directors is obtained). The Board may require that a copy of plans for all such work, prepared by an architect licensed to practice in this state, be filed with the Association prior to the start of the work.

* * * * *

WITNESS my signature hereto this 12 day of JUNE, 2009, at Delray Beach, Palm Beach County, Florida.

THE BARRTON APARTMENTS, INC.

Michael M. Ezekiel
Witness
MICHAEL M. EZEKIEL
(PRINT NAME)

By: Barbara Lederberg
President

Richard A. Garhen
Witness
RICHARD A. GARHEN
(PRINT NAME)

Attest Kathleen Leonard
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 12 day of June, 2008, by BARBARA LEDERBERG and KATHLEEN LEONARD, as PRESIDENT and SECRETARY, respectively, of The Barrton Apartments, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.



Carolyn Farnham (Signature)
CAROLYN FARNHAM (Print Name)
Notary Public, State of Florida at Large

02/25/2004 11:18:44 20040100781
JR BK 16585 PG 0615
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

Return to:

Robert W. Federspiel, Esq.
Spiner, Dittman, Federspiel & Dowling
151 N.W. 1st Avenue
Delray Beach, FL 33444

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM FOR
THE BARRTON APARTMENTS - A CONDOMINIUM**

COMES NOW, the undersigned President and Secretary of THE BARRTON APARTMENTS, INC., and certify that on the 27th day of January, 2004, a meeting of the Owners was duly held after notice had been given pursuant to the Declaration of Condominium recorded in Official Record Book 1975, Page 876, of the Public Records of Palm Beach County, Florida and Amendments thereto. The meeting was attended in person and by proxy by a quorum of the members and the following Amendments to the Declaration of Condominium of The Barrton Apartments, Inc., a Condominium was approved by more than 75 percent of the entire membership in compliance with the requirements of the Declaration. Further, this is to certify that the Amendment had previously been approved and duly adopted by a resolution of the Board of Directors which Resolution was approved by more than a majority vote. The Amendment is as follows:

1.) Article 1 is amended in its entirety to read as follows:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The purpose of this Declaration is to submit the lands herein described and the improvements thereon to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, herein called the Condominium Act, as same may be amended from time to time.

2.) Article 2 Section (g) is amended in its entirety to read as follows:

(g) "Immediate family" means:

- (i) The spouse of an owner.
- (ii) A child or children of an owner and the child or children of an owner's spouse.
- (iii) A parent or parents of an owner and the parent or parents of an owner's spouse.
- (iv) A brother or sister of an owner and a brother or sister of an owner's spouse.
- (v) The spouse of any of the foregoing when his or her spouse is in rightful occupancy.

.....



CFN 20130142283
OR BK 25904 PG 0445
RECORDED 03/27/2013 15:23:16
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0445 - 446; (2pgs)

This instrument was prepared by:
MARK D. FRIEDMAN
Becker & Poliakoff, P.A.
625 North Flagler Drive – 7th Floor
West Palm Beach, FL 33401
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM**

WHEREAS, the **Declaration of Condominium** for **The Barrton Apartments, Inc., A Condominium**, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **1975** at Page **876**; and

WHEREAS, at a duly called and noticed meeting of the membership of **The Barrton Apartments, Inc.**, a Florida not-for-profit corporation, held **March 13, 2013**, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment as amended by the membership.

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE BARRTON APARTMENTS, INC., A CONDOMINIUM**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

8. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS.

* * *

(b) After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no substantial alteration or further improvement of the real property constituting the common elements without prior approval in writing by two thirds (2/3) of the apartment owners of a majority of a quorum of the voting interests of the Association present and voting in person or by proxy at a properly noticed members' meeting. There shall be no changes in the shares

and rights of an apartment owner in the common elements which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

* * * * *

WITNESS my signature hereto this 22 day of March, 2013, at Delray Beach, Palm Beach County, Florida.

THE BARRTON APARTMENTS, INC.

William F. Jerome
Witness

By: Barbara Lederberg
President

William F. Jerome
(PRINT NAME)

Linda Buckley
Witness
Linda Buckley
(PRINT NAME)

Attest Bernice Marcus
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 22nd day of March 2013, by Barbara Lederberg and Bernice Marcus, as President and Secretary, respectively, of The Barrton Apartments, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced _____ as identification and did take an oath.

Maya Dagher (Signature)
Maya Dagher (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 4570527_1

